

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Kyklos Bearing International, LLC		08/24/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	1455 Market Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3644616	KBI	
Registration Number:	3644615	KBI	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2128594000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-859-8000		
Email:	teas@ffhsj.com,jason.greenberg@friedfrank.com		
Correspondent Name:	Jason Greenberg		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	33748-3		
NAME OF SUBMITTER:	Jason Greenberg		
Signature:	/JG/		

CH \$65.00 3644616

Date:

08/28/2012

**Total Attachments: 5**

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**Grant of Security Interest**  
**in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Kyklos Bearing International, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 2509 Hayes Avenue, Sandusky, OH 44870, hereby grants to Bank of America, N.A., as Collateral Agent, (the "Grantee"), with offices at 1455 Market Street, San Francisco, CA 94103, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each patent and patent application referred to on Schedule A hereto;

(ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each trademark, trademark registration and trademark application referred to in Schedule B hereto; and

(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any patent, or past, present or future infringement or dilution of any trademark or trademark registration, including any patent or trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any trademark, trademark registration or trademark application.

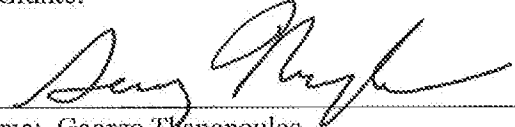
THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Pledge and Security Agreement among the Grantor, the Grantee and certain other parties dated as of March 21, 2011, as amended, modified or supplemented from time to time (the "Pledge and Security Agreement").

THE RIGHTS and remedies of the Grantee with respect to the security interest granted herein are those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

THIS GRANT and any lien created herein is subject to the lien priority and other provisions set forth in that certain Intercreditor Agreement dated as of March 30, 2010 among Bank of America, N.A., as ABL Agent for the ABL Secured Parties, each term as defined therein and Bank of America, N.A., as Term Agent for the Term Secured Parties, each term as defined therein, HHI Intermediate Group Holdings, LLC, HHI Holdings, LLC and certain subsidiaries of HHI Intermediate Group Holdings, LLC from time to time party thereto, as amended by that certain Amendment No. 1 to Intercreditor Agreement dated as of March 21, 2011, and, as further amended, restated, supplemented or otherwise modified from time to time.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 15<sup>th</sup> day of August, 2012.

KYKLOS BEARING INTERNATIONAL, LLC,  
as Grantor

By:   
Name: George Thanopoulos  
Title: President and Chief Executive Officer


BANK OF AMERICA, N.A., as Collateral Agent,  
as Grantee

By: \_\_\_\_\_  
Name:  
Title:

STATE OF Michigan  
County of Macomb

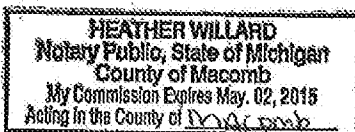
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2012 by George Thanopoulos as President and C.E.O. of KYKLOS BEARING INTERNATIONAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, on behalf of KYKLOS BEARING INTERNATIONAL, LLC.

[STAMP/SEAL]

  
Notary Public

My Commission Expires:

May 2, 2015



[Patent and Trademark Agreement (Kyklos Bearing International, LLC)]

TRADEMARK  
REEL: 004850 FRAME: 0613

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 24th day of August, 2012.

KYKLOS BEARING INTERNATIONAL, LLC,  
as Grantor

By: \_\_\_\_\_  
Name: George Thanopoulos  
Title: President and Chief Executive Officer

BANK OF AMERICA, N.A., as Collateral Agent,  
as Grantee

By: *Kristine Thennes*  
Name: \_\_\_\_\_  
Title: KRISTINE THENNES  
Vice President

STATE OF \_\_\_\_\_

\_\_\_\_\_ OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2012 by \_\_\_\_\_ as \_\_\_\_\_ of KYKLOS BEARING INTERNATIONAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, on behalf of KYKLOS BEARING INTERNATIONAL, LLC.

[STAMP/SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

*{Patent and Trademark Agreement (Kyklos Bearing International, LLC)}*

**Schedule A to Patent and Trademark Agreement**

**PATENTS AND PATENT APPLICATIONS**

None.

**Schedule B to Patent and Trademark Agreement**

**TRADEMARKS**

Registration No.	Mark	Registration Date
3644615	KBI AND DESIGN	06/23/2009
3644616	KBI	06/23/2009