

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kyklos Bearing International, LLC		10/05/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3644615	KBI	
Registration Number:	3644616	KBI	
Registration Number:	0852267	NDH	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F141610		

900235415

TRADEMARK
 REEL: 004875 FRAME: 0933

OP \$90.00 3644615

NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/
Date:	10/08/2012
Total Attachments: 5 source=tcs.Kyklos.Bearing.International.LLC.1#page2.tif source=tcs.Kyklos.Bearing.International.LLC.1#page3.tif source=tcs.Kyklos.Bearing.International.LLC.1#page4.tif source=tcs.Kyklos.Bearing.International.LLC.1#page5.tif source=tcs.Kyklos.Bearing.International.LLC.1#page6.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT dated as of October 5, 2012, between KYKLOS BEARING INTERNATIONAL, LLC, a Delaware limited liability company (the "**Grantor**"), and GOLDMAN SACHS BANK USA, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of Trademark licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ASP HHI Acquisition Co., Inc., (the "**Borrower**"), ASP HHI Intermediate Holdings II, Inc., the Lenders party thereto, and Goldman Sachs Bank USA, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement dated as of October 5, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to (i) a Security Agreement dated as of October 5, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and Goldman Sachs Bank USA, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**") and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured its guarantee of certain obligations of the Borrower (the "**Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in

Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.


THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE
COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES
RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

KYKLOS BEARING INTERNATIONAL, LLC


By:


Name: George Thanopoulos
Title: President and
Chief Executive Officer

Acknowledged:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:


Name: _____

Title: **Robert Ehudin**
Authorized Signatory

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004875 FRAME: 0938

Schedule 1
to Trademark Security Agreement

KYKLOS BEARING INTERNATIONAL, LLC

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration or Filing Date	Registration No. (Application No.)
NDH	7/9/68	852267
KBI AND DESIGN	6/23/2009	3644615
KBI	6/23/2009	3644616