

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ameriforge Group, Inc.		12/19/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3229669	AF	
Registration Number:	3229666		
Registration Number:	3229670		
CORRESPONDENCE DATA			
Fax Number:	2122305199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-318-6518		
Email:	terrenceboyle@paulhastings.com		
Correspondent Name:	Terrence G. Boyle c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	78654.00006		
NAME OF SUBMITTER:	Terrence G. Boyle		

CH \$90.00 3229669

Signature:	/Terrence G. Boyle/
Date:	12/20/2012
Total Attachments: 10 source=First Lien Trademark Security Agreement#page1.tif source=First Lien Trademark Security Agreement#page2.tif source=First Lien Trademark Security Agreement#page3.tif source=First Lien Trademark Security Agreement#page4.tif source=First Lien Trademark Security Agreement#page5.tif source=Second Lien Trademark Security Agreement#page1.tif source=Second Lien Trademark Security Agreement#page2.tif source=Second Lien Trademark Security Agreement#page3.tif source=Second Lien Trademark Security Agreement#page4.tif source=Second Lien Trademark Security Agreement#page5.tif	

FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 19, 2012, (this “**Agreement**”), among AMERIFORGE GROUP INC., a Texas corporation (the “**Grantor**”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Security Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR AFG HOLDINGS, Inc., a Delaware corporation (the “**Parent**”), HEAVY METAL MERGER SUB, INC., a Texas corporation (to be merged with and into AMERIFORGE GROUP INC., a Texas corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration

applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

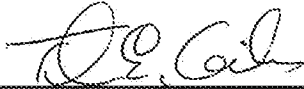
(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMERIFORGE GROUP INC.,
as Grantor

By: 
Name: THOMAS E. GILES
Title: Authorized Signatory

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

Name: Michael Getz
Title: Vice President




By: 

Name: Erin Morrissey
Title: Director

[Signature Page to First Lien Short Form Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
<p>AF and Design</p> 	United States	<p>Ameri-Forge Group Inc. (Texas Corp.) 13770 Industrial Road Houston, Texas 770156821</p>	<p>SN:78-906385 RN:3,229,669</p>
<p>MISCELLANEOUS DESIGN</p> 	United States	<p>Ameri-Forge Group Inc. (Texas Corp.) 13770 Industrial Road Houston, Texas 770156821</p>	<p>SN:78-906324 RN:3,229,666</p>
<p>MISCELLANEOUS DESIGN</p> 	United States	<p>Ameri-Forge Group Inc. (Texas Corp.) 13770 Industrial Road Houston, Texas 770156821</p>	<p>SN:78-906388 RN:3,229,670</p>

SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 19, 2012, (this “**Agreement**”), among AMERIFORGE GROUP INC., a Texas corporation (the “**Grantor**”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Security Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR AFG HOLDINGS, Inc., a Delaware corporation (the “**Parent**”), HEAVY METAL MERGER SUB, INC., a Texas corporation (to be merged with and into AMERIFORGE GROUP INC., a Texas corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any

State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

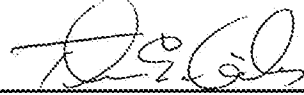
(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMERIFORGE GROUP INC.,
as Grantor

By: 
Name: THOMAS E. GILES
Title: Authorized Signatory

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

Name:

Title: Michael Getz

Vice President

By: 

Name:




Title: Erin Morrissey

Director

[Signature Page to Second Lien Short Form Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
<p>AF and Design</p> 	United States	<p>Ameri-Forge Group Inc. (Texas Corp.) 13770 Industrial Road Houston, Texas 770156821</p>	<p>SN:78-906385 RN:3,229,669</p>
<p>MISCELLANEOUS DESIGN</p> 	United States	<p>Ameri-Forge Group Inc. (Texas Corp.) 13770 Industrial Road Houston, Texas 770156821</p>	<p>SN:78-906324 RN:3,229,666</p>
<p>MISCELLANEOUS DESIGN</p> 	United States	<p>Ameri-Forge Group Inc. (Texas Corp.) 13770 Industrial Road Houston, Texas 770156821</p>	<p>SN:78-906388 RN:3,229,670</p>