

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Key 3 Casting, LLC		12/11/2012	LIMITED LIABILITY COMPANY: DELAWARE
Jackson Die Casting, LLC		12/11/2012	LIMITED LIABILITY COMPANY: DELAWARE
Minneapolis Die Casting, LLC		12/11/2012	LIMITED LIABILITY COMPANY: DELAWARE
Northern Foundry, LLC		12/11/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank
<b>Street Address:</b>	500 First Avenue
<b>Internal Address:</b>	Commercial Lending Services/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3937069	KEY 3
Registration Number:	3934055	KEY 3 CASTING

**CORRESPONDENCE DATA**

Fax Number: 2147581550  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: (214) 758-1500  
 Email: ipdocketing@pattonboggs.com  
 Correspondent Name: Patton Boggs LLP

OP \$65.00 3937069

Address Line 1: 2550 M Street, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037-1301

ATTORNEY DOCKET NUMBER:	009125.0185
NAME OF SUBMITTER:	Margaret Carter
Signature:	/Margaret Carter/
Date:	01/14/2013

Total Attachments: 6  
source=Key 3 Casting -TM Security Agreement#page1.tif  
source=Key 3 Casting -TM Security Agreement#page2.tif  
source=Key 3 Casting -TM Security Agreement#page3.tif  
source=Key 3 Casting -TM Security Agreement#page4.tif  
source=Key 3 Casting -TM Security Agreement#page5.tif  
source=Key 3 Casting -TM Security Agreement#page6.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, renewed, replaced, joined, supplemented and/or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of December 20, 2012, is made by the parties described on the signature page hereof (individually, each a "Grantor" and collectively, jointly and severally, the "Grantors") in favor of PNC Bank, National Association, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, "Agent").

WHEREAS, Key 3 Casting, LLC, a Delaware limited liability company ("Intermediate Holdings"), Jackson Die Casting, LLC, a Delaware limited liability company ("Jackson Die"), Minneapolis Die Casting, LLC, a Delaware limited liability company ("Minneapolis Die") and Northern Foundry, LLC, a Delaware limited liability company ("Northern Foundry"; and together with Intermediate Holdings, Jackson Die and Minneapolis Die, individually, each a "Borrower" and collectively, jointly and severally, the "Borrowers"), have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, amended and restated, renewed, replaced, joined, supplemented and/or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other Governmental Bodies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) "Trademarks" shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(b) "Trademark License" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor's Trademarks or Trademark registrations are not assignable.

SECTION 2. **Grant of Security**. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title, and interest in and to the following (the "Collateral"):

(i) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations**. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation**. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable Governmental Body record this Trademark Security Agreement.

SECTION 5. **Execution in Counterparts; Electronic Transmission**. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security

Agreement by telefacsimile or other electronic transmission shall be equally as effective as deliver of an original executed counterpart hereof.

SECTION 6. **Grants, Rights and Remedies.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. This Trademark Security Agreement shall constitute an "Other Document".

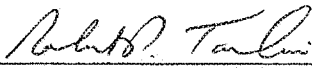
SECTION 7. **Governing Law.** This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 and 5-1402 of the New York general obligations law).

*[Remainder of page intentionally left blank]*

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

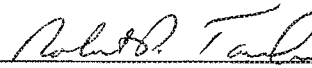
**GRANTORS:**

**KEY 3 CASTING, LLC**, a Delaware limited liability company

By:   
Robert P. Tamburrino  
President

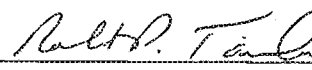
**JACKSON DIE CASTING, LLC**, a Delaware limited liability company

By: Key 3 Casting, LLC, member

By:   
Robert P. Tamburrino  
President

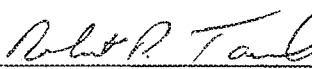
**MINNEAPOLIS DIE CASTING, LLC**, a Delaware limited liability company

By: Key 3 Casting, LLC, member

By:   
Robert P. Tamburrino  
President

**NORTHERN FOUNDRY, LLC**, a Delaware limited liability company

By: Key 3 Casting, LLC, member

By:   
Robert P. Tamburrino  
President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

009125.0185\4835-7936-4625.

**TRADEMARK**

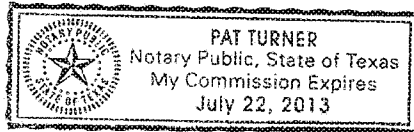
**REEL: 004942 FRAME: 0660**

ACKNOWLEDGMENT

STATE OF TEXAS :  
 : SS  
COUNTY OF TARRANT :

Before me, the undersigned, a Notary Public, on this 11 day of December, 2012, personally appeared <sup>ROBERT P</sup> ~~TAMBURINO~~ to me known personally, who, being by me duly sworn, did say that he is the President of each of Key 3 Casting, LLC, Jackson Die, LLC, Minneapolis Die Casting, LLC and Northern Foundry, LLC, each a Grantor, and that said Trademark Security Agreement was signed on behalf of each such Grantor, by authority of its board of directors or analogous body, and the said President acknowledged said instrument to be his free act and deed.

(SEAL)



Notary Public  
My Commission Expires: 7/22/2013

Pat Turner

[ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT]

009125.0185\4835-7936-4625.

TRADEMARK

REEL: 004942 FRAME: 0661

SCHEDULE A

TRADEMARKS AND TRADEMARK LICENSES

TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION
KEY 3	3937069	March 29, 2011	United States
KEY 3 CASTING	3934055	March 22, 2011	United States