

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
Neenah Foundry Company		04/26/2013	CORPORATION: DELAWARE
Deeter Foundry, Inc.		04/26/2013	CORPORATION: NEBRASKA
Mercer Forge Corporation		04/26/2013	CORPORATION: DELAWARE
Dalton Corporation		04/26/2013	CORPORATION: INDIANA
Dalton Corporation, Stryker Machining Facility Co.		04/26/2013	CORPORATION: OHIO
Dalton Corporation, Warsaw Manufacturing Facility		04/26/2013	CORPORATION: INDIANA
Advanced Cast Products, Inc.		04/26/2013	CORPORATION: DELAWARE
Morgan's Welding, Inc.		04/26/2013	CORPORATION: PENNSYLVANIA
Neenah Enterprises, Inc.		04/26/2013	CORPORATION: DELAWARE
NFC Castings, Inc.		04/26/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2105107	NEENAH FOUNDRY CO.
Registration Number:	1336268	CASTUF

CORRESPONDENCE DATA

Fax Number: 4044435697

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

OP \$65.00 2105107

via US Mail.

Phone: 404-443-5747
Email: lallen@mcguirewoods.com
Correspondent Name: Mike Parisi, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street N.E., Ste 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060238-0084 NEENAH
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NAME OF SUBMITTER:	Latosha E. Allen
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Signature:	/Latosha E. Allen/
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Date:	04/29/2013
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 26, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Revolving Credit Agreement, dated as of April 26, 2013 (as the same may be amended, refinanced, replaced, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among NEENAH FOUNDRY COMPANY, as the Borrower Representative and a Borrower, the other Borrowers and Credit Parties from time to time party thereto, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Revolving Credit Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7. Intercreditor Agreement. This Trademark Security Agreement is subject to the provisions of the Intercreditor Agreement.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

NEENAH FOUNDRY COMPANY
DEETER FOUNDRY, INC.
MERCER FORGE CORPORATION
DALTON CORPORATION
DALTON CORPORATION, STRYKER
MACHINING FACILITY CO.
DALTON CORPORATION, WARSAW
MANUFACTURING FACILITY
ADVANCED CAST PRODUCTS, INC.
MORGAN'S WELDING, INC.
NEENAH ENTERPRISES, INC.
NFC CASTINGS, INC.

By: 

Name: Thomas G. Bordan

Title: President

NEENAH FOUNDRY COMPANY
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

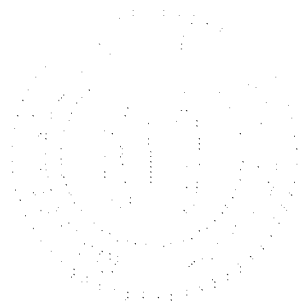
TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

State of Wisconsin)
County of Winnebago) ss.

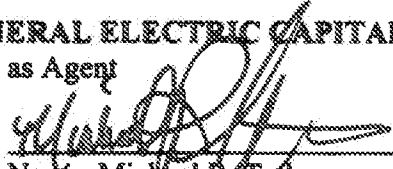
On this 25 day of April 2013 before me personally appeared Thomas J. Riordan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Neenah Foundry Company, a Delaware corporation, Deeter Foundry, Inc., a Nebraska corporation, Mercer Forge Corporation, a Delaware corporation, Dalton Corporation, an Indiana corporation, Dalton Corporation, Stryker Machining Facility Co., an Ohio corporation, Dalton Corporation, Warsaw Manufacturing Facility, an Indiana corporation, Advanced Cast Products, Inc., a Delaware corporation, Morgan's Welding, Inc., a Pennsylvania corporation, NFC Castings, Inc., a Delaware corporation, and Neenah Enterprises, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of each corporation, that the said instrument was signed on behalf of each corporation as authorized by each respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each corporation.

Lori Spangenberg
Notary Public



ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Michael R. Uedorow
Title: Duly Authorized Signatory

NEENAH FOUNDRY COMPANY
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Neenah Foundry Company	NEENAH FOUNDRY CO.	2,105,107	10/14/1997
Advanced Cast Products, Inc.	CASTUF	1,336,268	05/21/1985

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.