700508216 07/26/2013

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# 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 |
|---|---|---|---|
| ACCURIDE CORPORATION, ACCURIDE EMI, LLC, BRILLION IRON WORKS, INC., GUNITE CORPORATION AND IMPERIAL GROUP HOLDING CORP.-1 | | 7/11/2013 7/11/2013 07/11/2013 7/11/2013 7/11/2013 | CORPORATION: DELAWARE |

## RECEIVING PARTY DATA

| | |
|---|---|
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT |
| Street Address: | 150 SOUTH WACKER DRIVE |
| Internal Address: | SUITE 2200 |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | BANK: UNITED STATES |

## PROPERTY NUMBERS Total: 30

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3583730 | ACCU-LITE |
| Registration Number: | 698057 | ACCU-RIDE |
| Registration Number: | 912540 | ACCU-RIDE |
| Registration Number: | 3172364 | FORGITRON |
| Registration Number: | 3870753 | HIGHWAY ORIGINAL |
| Registration Number: | 3870754 | HIGHWAY ORIGINAL |
| Registration Number: | 988254 | RADIAL COMMANDER |
| Registration Number: | 3680117 | STATESMAN |
| Registration Number: | 1300461 | WHEEL-GUARD |
| Registration Number: | 4001165 | B |
| Registration Number: | 4047701 | BRILLION IRON WORKS |

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| | | |
|---|---|---|
| Registration Number: | 4072714 | BRILLION IRON WORKS |
| Registration Number: | 3368528 | 3600A |
| Registration Number: | 3368529 | 3721A |
| Registration Number: | 3368533 | 3800 |
| Registration Number: | 512186 | |
| Registration Number: | 523587 | |
| Registration Number: | 1615600 | |
| Registration Number: | 512185 | S |
| Registration Number: | 2743387 | DUCTILITE |
| Registration Number: | 3851988 | GOLD |
| Registration Number: | 610564 | GUNITE |
| Registration Number: | 2311175 | GUNITE |
| Registration Number: | 1715491 | GUNITE |
| Registration Number: | 2672977 | TRU-PILOT |
| Registration Number: | 3482012 | TRU-SET |
| Registration Number: | 3395817 | TRU-SEAL |
| Registration Number: | 2362666 | ULTRA MAX |
| Registration Number: | 4065833 | IMPERIAL GROUP |
| Registration Number: | 4065834 | IMPERIAL GROUP |

CORRESPONDENCE DATA


Fax Number: 7037125240

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2125487034

Email: SCOTUGNO@MCGUIREWOODS.COM

Correspondent Name: SAFET METJAHIC

Address Line 1: 1750 TYSONS BLVD

Address Line 2: SUITE 1800

Address Line 4: TYSONS CORNER, VIRGINIA 22102


| | |
|---|---|
| NAME OF SUBMITTER: | SAFET METJAHIC |
| Signature: | /SAFET METJAHIC/ |
| Date: | 07/17/2013 |

Total Attachments: 7

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**Trademark Security Agreement**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of July 11, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Wells Fargo Bank, National Association, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 11, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Accuride Corporation, a Delaware corporation ("Accuride"), the Subsidiaries of Accuride signatory thereto (each such Person, together with Accuride, a "Borrower" and collectively, the "Borrowers"), the lenders signatory thereto (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group and the Bank Product Providers have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 11, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses in respect of Trademarks to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each such Intellectual Property License; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any such Intellectual Property License.

Notwithstanding anything in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be deemed Trademark Collateral.

3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ACCURIDE CORPORATION

By: _____
Name: Gregory A. Risch
Title: Vice President and Chief Financial Officer

ACCURIDE EMI, LLC

BRILLION IRON WORKS, INC.

GUNITE CORPORATION

IMPERIAL GROUP HOLDING CORP.-1

By: _____
Name: Gregory A. Risch
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: Chris Heckman
Name: Chris Heckman
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

**SCHEDULE I**
to
Trademark Security Agreement

**Trademark Registrations/Applications**

| Grantor | Title/Mark | Country | Date Filed | Serial No. | Registration No. | Grant Date |
|---|---|---|---|---|---|---|
| Accuride Corporation | Accu-lite | USA | 3/26/2007 | 76674662 | 3583730 | 3/3/2009 |
| Accuride Corporation | Accu-ride | USA | 9/23/1959 | 72081893 | 698057 | 5/24/1960 |
| Accuride Corporation | Accu-ride | USA | 3/9/1970 | 72353471 | 912540 | 6/8/1971 |
| Accuride EMI, LLC | Forgitron | USA | 3/15/2005 | 78587734 | 3172364 | 11/14/2006 |
| Accuride Corporation | Highway Original | USA | 1/12/2009 | 76695267 | 3870753 | 11/2/2010 |
| Accuride Corporation | Highway Original | USA | 1/12/2009 | 76695268 | 3870754 | 11/2/2010 |
| Accuride Corporation | Radial Commander | USA | 6/29/1972 | 72428663 | 988254 | 7/16/1974 |
| Accuride Corporation | Statesman | USA | 11/21/2007 | 76684270 | 3680117 | 9/8/2009 |
| Accuride Corporation | Wheel-Guard | USA | 2/3/1983 | 73412183 | 1300461 | 10/16/1984 |
| Brillion Iron Works, Inc. | Design (Circled B) | USA | 6/30/2010 | 85074697 | 4001165 | 7/26/2011 |
| Brillion Iron Works, Inc. | Brillion Iron Works | USA | 6/16/2010 | 85064018 | 4047701 | 11/1/2011 |
| Brillion Iron Works, Inc. | Brillion Iron Works (w/design) | USA | 6/16/2010 | 85064499 | 4072714 | 12/20/2011 |
| Gunite Corporation | 3600A | USA | 5/4/2007 | 77173089 | 3368528 | 1/15/2008 |
| Gunite Corporation | 3721A | USA | 5/4/2007 | 77173095 | 3368529 | 1/15/2008 |
| Gunite Corporation | 3800 | USA | 5/4/2007 | 77173122 | 3368533 | 1/15/2008 |
| Gunite Corporation | Design only (Bow Tie) | USA | 11/17/1947 | 71541415 | 512186 | 7/12/1949 |

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| Grantor | Title/Mark | Country | Date Filed | Serial No. | Registration No. | Grant Date |
|---|---|---|---|---|---|---|
| Gunite Corporation | Design only (Bow Tie) | USA | 12/29/1948 | 71571270 | 523587 | 4/4/1950 |
| Gunite Corporation | Design only (Bow Tie w/Bar) | USA | 7/21/1989 | 73813996 | 1615600 | 10/2/1990 |
| Gunite Corporation | Design only (Bow Tie w/S) | USA | 11/17/1947 | 71541414 | 512185 | 7/12/1949 |
| Gunite Corporation | Ductilite | USA | 3/1/2001 | 76218010 | 2743387 | 7/29/2003 |
| Gunite Corporation | Gold | USA | 6/26/2007 | 77215767 | 3851988 | 9/28/2010 |
| Gunite Corporation | Gunite | USA | 10/8/1954 | 71674512 | 610564 | 8/16/1955 |
| Gunite Corporation | Gunite | USA | 10/13/1998 | 75568503 | 2311175 | 1/25/2000 |
| Gunite Corporation | Gunite (in design) GUNITE | USA | 12/19/1991 | 74232184 | 1715491 | 9/15/1992 |
| Gunite Corporation | Tru-Pilot | USA | 3/1/2001 | 76218009 | 2672977 | 1/7/2003 |
| Gunite Corporation | Tru-Set | USA | 10/2/2003 | 78308442 | 3482012 | 8/5/2008 |
| Gunite Corporation | Tru-Seal | USA | 1/24/2005 | 78552733 | 3395817 | 3/11/2008 |
| Gunite Corporation | Ultra Max | USA | 8/20/1997 | 7534938 | 2362666 | 6/27/2000 |
| Imperial Group Holding Corp. -1 | Imperial Group | USA | 10/25/2010 | 85160465 | 4065833 | 12/6/2011 |
| Imperial Group Holding Corp. -1 | Imperial Group (in design) | USA | 10/25/2010 | 85160473 | 4065834 | 12/6/2011 |



RECORDED: 07/17/2013 TRADEMARK REEL: 005080 FRAME: 0047