900260917 07/17/2013

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

OP $765.00 3583730

Number:	3583730	ACCU-LITE
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Registration Number:	4001165	B
Registration Number:	4047701	BRILLION IRON WORKS
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	610564	GUNITE

Number:		
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
Phone: 2125487034
Email: SCOTUGNO@MCGUIREWOODS.COM
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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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source=Trademark Security Agreement - EXECUTED (2)#page7.tif

RECEIPT INFORMATION

ETAS ID: TM275179
Receipt Date: 07/17/2013
Fee Amount: $765

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

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

Exhibit D

RECORDED: 07/17/2013

TRADEMARK
REEL: 005082 FRAME: 0588