

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
Automotive Casting Technology, Inc.		02/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LBC Credit Partners II, L.P., as Agent		
Street Address:	Cira Centre, 2929 Arch Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3482570	OPTIMAL DESIGN INITIATIVE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd. c/o Kristina Bunker		
Address Line 1:	55 East Monroe St, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6030.025		
NAME OF SUBMITTER:	Kristina Bunker		
Signature:	/kb/		

Date:

03/05/2014

Total Attachments: 4

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**AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

This AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of the 28th day of February, 2014, is by and between AUTOMOTIVE CASTING TECHNOLOGY, INC. ("Debtor") and LBC CREDIT PARTNERS II, L.P., in its capacity as administrative agent (in such capacity, together with its successors and assigns, "Secured Party") under and pursuant to the Loan Agreement (as defined below), acting for and on behalf of the Lenders (as defined in the Loan Agreement). Unless otherwise defined herein, all capitalized terms used herein that are not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Debtor, Secured Party, the Lenders, and certain other parties are parties to that certain Amended and Restated Loan and Security Agreement dated November 27, 2013 (as amended or otherwise modified from time to time, the "Loan Agreement"), by and among Debtor, Secured Party, the Lenders, and the other parties thereto from time to time;

WHEREAS, Debtor and Secured Party are parties to that certain Trademark Collateral Assignment and Security Agreement dated August 27, 2010 and recorded by the Assignment Services Division of the United States Patent and Trademark Office on August 30, 2010 at Reel/Frame 004269/0837 (as heretofore amended, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a continuing security interest in, and lien on, among other things, all of the present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party any and all agreements and documents as requested by Secured Party to evidence the security interests and liens of Secured Party therein;

WHEREAS, Debtor acknowledged and reaffirmed all of its obligations under and pursuant to the Trademark Security Agreement, including, without limitation, its grant, pledge, and assignment to Secured Party of liens and continuing security interests in, under, and to the Collateral, pursuant to that certain Reaffirmation of Financing Documents dated November 27, 2013, made by Debtor and certain other parties thereto in favor of Secured Party;

WHEREAS, Debtor has certain additional Collateral registered or filed with the United States Patent and Trademark Office that are not presently set forth on the exhibits to the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Collateral on the exhibits thereto.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition, and not by way of limitation, the Trademarks described on Exhibit A attached to this Amendment (such Trademarks described on Exhibit A hereto are collectively referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed, and each such reference is hereby amended, to include, in addition, and not in limitation, all of the Additional Trademarks.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed, and each such reference is hereby amended, to include, in addition, and not in limitation, the Additional Trademarks.

2. Representations, Warranties and Covenants. All of the representations, warranties, and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks.


3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent that any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

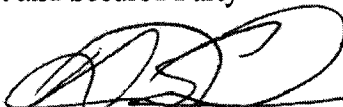
[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

AUTOMOTIVE CASTING TECHNOLOGY, INC.,
as Debtor

By: 
Name: Bruce C. Boyle
Title: CFO

LBC CREDIT PARTNERS II, L.P.,
as Agent and Secured Party

By: 
Name: David E. Fraimow
Title: Vice President

**EXHIBIT A
TO
AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER/ APPLICATION NUMBER	DATE OF REGISTRATION/APPLICATION
OPTIMAL DESIGN INITIATIVE	3,482,570	8/05/2008