

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		06/02/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Grede LLC		
Street Address:	4000 Town Center		
Internal Address:	Suite 500		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48075		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3572098	G	
Registration Number:	3569730	CASTING INTEGRITY	
Registration Number:	3751127	GREDE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	885 THIRD AVENUE		
Address Line 2:	SUITE 1000		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049646-0213		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	06/06/2014		
Total Attachments: 4			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 2, 2014 ("Release"), is made by BANK OF AMERICA, N.A., as agent for the Secured Parties (in such capacity, together with any successor agent, the "Agent"), in favor of GREDE LLC, GREDE II LLC and GREDE WISCONSIN SUBSIDIARIES LLC. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Loan and Guaranty Agreement, dated as of April 4, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among GREDE LLC, a Delaware limited liability company ("Grede"), GREDE II LLC, a Delaware limited liability company ("Grede II"), certain Subsidiaries of Grede II (the "Grede II Subsidiaries", and together with Grede and Grede II, collectively, "Borrowers" and individually, a "Borrower"), GREDE HOLDINGS LLC, a Delaware limited liability company ("Holdings"), the financial institutions party to the Loan Agreement from time to time as lenders (collectively, "Lenders"), the Agent and the other agents party thereto, the Lenders have agreed to provide a credit facility to Borrowers;

WHEREAS, pursuant to the terms of that certain Amended and Restated Pledge and Security Agreement, dated as of April 4, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Borrowers, the other Grantors listed on the signature pages thereof (the Borrowers and the Persons so listed being, collectively, the "Grantors"), and the Agent, to secure the prompt payment and performance of all Secured Obligations (as defined in the Security Agreement), each Grantor granted to the Agent a continuing security interest and Lien (as defined in the Loan Agreement) upon all personal property of such Grantor, whether tangible or intangible (collectively referred to as the Collateral (as defined in the Security Agreement)), including the Trademark Collateral (as defined below), whether then owned or thereafter acquired, and wherever located;

WHEREAS, pursuant to the Security Agreement, the Grantors were required to execute and deliver that certain Trademark Security Agreement, dated as of April 4, 2012 (the "Trademark Security Agreement"), in which each Grantor granted, mortgaged, pledged and hypothecated to Agent a continuing security interest and Lien upon the following, whether then owned or thereafter acquired, and wherever located (collectively, the "Trademark Collateral"):

all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) the goodwill of the business symbolized thereby, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and

future infringement or dilution thereof or for any injury to goodwill, (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 12, 2012 at Reel 4755/Frame 0805; and

WHEREAS, the Secured Obligations have been paid and performed in full and the Agent has agreed to release its grant, mortgage, pledge, hypothecation and security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all grants, mortgages, pledges, hypothecations and security interests that it has in, to and under the Trademark Collateral of each Grantor.

2. Authorization to Record. The Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

3. Further Assurances. The Agent shall take all further actions, and provide to the Grantors, their successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

BANK OF AMERICA, N.A.,
as Agent

By:


Name:

Title:


Philip Nomura
Senior Vice President

**SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

A. U.S. REGISTERED TRADEMARKS

Mark	Reg. #	Reg. Date	Serial #	Filing Date	Owner
	3,572,098	2/10/2009	77/507,591	6/25/2008	Grede LLC
CASTING INTEGRITY	3,569,730	2/3/2009	77/506,160	6/24/2008	Grede LLC
GREDE	3,751,127	2/3/2010	77/501,845	6/18/2008	Grede LLC

B. STATE TRADEMARK REGISTRATIONS

Mark	Reg. Date	Jurisdiction	Owner
BERLIN FOUNDRY	3/29/2006	Wisconsin	Grede Wisconsin Subsidiaries LLC