

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE		09/02/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	AUTOCAM CORPORATION		
Street Address:	4180 40th St.		
City:	KENTWOOD		
State/Country:	MICHIGAN		
Postal Code:	49512		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1740888	AUTOCAM	
Registration Number:	2999530	AUTOCAM	
Registration Number:	2898652	AUTOCAM	
CORRESPONDENCE DATA			
Fax Number:	6169578196		
<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:	616-949-9610		
Email:	ptomail@priceheneveld.com		
Correspondent Name:	JEFFREY S. KAPTEYN/PRICE HENEVELD LLP		
Address Line 1:	695 KENMOOR S.E.		
Address Line 2:	P.O. BOX 2567		
Address Line 4:	GRAND RAPIDS, MICHIGAN 49501		
ATTORNEY DOCKET NUMBER:	AUT006 T300/T302/T303		
NAME OF SUBMITTER:	Jeffrey S. Kapteyn		
SIGNATURE:	/Jeffrey S. Kapteyn/		
DATE SIGNED:	08/19/2014		
Total Attachments: 8			
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NOTIFICATION OF TRADEMARK SECURITY INTEREST TERMINATION

WHEREAS, Autocam Corporation, a Michigan corporation with its principal place of business at 4070 East Paris Avenue, Kentwood, MI 49512, (the "Grantor"), is the owner of record of the trademarks listed on the attached Exhibit A, (the "Trademarks"); and

WHEREAS, the Grantor entered into a Trademark Security Agreement dated February 27, 2007 (the "Security Agreement"), between the Grantor and Credit Suisse (the "Secured Party"), a true and correct copy of which was recorded by the United States Patent and Trademark Office on March 8, 2007, at Reel 3497, Frame 0066;

WHEREAS, the Secured Party and the Grantor entered into a subsequent Mutual Release and Indemnification Agreement (the "Release") dated September 2, 2009, a redacted copy of which is attached and by which the Secured Party released its security interest in the Trademarks and terminated the Security Agreement pursuant to Section 1 thereof;

NOW, THEREFORE, Grantor hereby gives notification that the Secured Party has released, terminated, and reassigned to the Grantor any and all liens, security interests, right, title and interest of Secured Party in the trademarks pursuant to the Security Agreement more fully described on Exhibit A, without recourse or representation or warranty, express or implied.

IN WITNESS WHEREOF, Grantor gives notification and declares that the Secured Party has effectively terminated the Security Interest in Trademarks, as signed by Grantor's duly authorized representative as of this 15th day of AUGUST, 2014.

AUTOCAM CORPORATION:

By 

Name: Warren A. Veltman
Title: Treasurer

EXHIBIT A
TO
NOTIFICATION OF TRADEMARK SECURITY INTEREST TERMINATION

Registered Trademarks:

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Autocam Corporation	Autocam and Design	1740888	12/22/92
Autocam Corporation	Autocam	2999530	09/27/05
Autocam Corporation	Autocam and Design	2898652	11/02/04

MUTUAL RELEASE AND INDEMNIFICATION AGREEMENT

This MUTUAL RELEASE AND INDEMNIFICATION AGREEMENT (this "Release") is made and entered into as of September 2, 2009, by and among the following parties (each a "Party" and collectively, the "Parties") (i) Titan Holdings, Inc., a Delaware corporation ("Titan"), Autocam Corporation, a Michigan corporation ("Autocam"), and each of the subsidiaries of Autocam listed on the signature pages hereto (collectively with Titan and Autocam, the "Companies"); (ii) each of the undersigned holders (each, a "Credit Agreement Debt Holder," and collectively, the "Credit Agreement Debt Holders") with respect to certain debt of the Companies, issued pursuant to that certain Credit Agreement, dated as of February 28, 2007, and amended and restated as of April 4, 2007 and amended as of April 10, 2007, June 7, 2007, February 1, 2008 and September 5, 2008 (as the same may be further amended, modified, supplemented or waived from time to time, the "Credit Agreement" and all debts, accrued and unpaid interest, unpaid fees and expenses and other obligations of the Companies thereunder or in connection therewith, the "Credit Agreement Debt"), among Autocam, as borrower, Titan, the guarantors named therein, and each of the Credit Agreement Debt Holders); (iii) Credit Suisse, in its capacity as counterparty with respect to the Swap (as defined in the Restructuring Agreement (as defined below)); (iv) Credit Suisse as administrative agent and collateral agent under the Credit Agreement (in such capacity, the "Agent"); (v) each of the entities and individuals listed on the signature pages hereto as an "Existing Equityholder" (collectively, the "Existing Equityholders"); and (vi) Newport Global Opportunities Fund L.P., a Delaware limited liability partnership ("Newport"), LC Capital Master Fund, Ltd., a Cayman Islands entity ("Lampe") and John C. Kennedy ("Kennedy") (Newport, Lampe and Kennedy collectively, the "New Equity Sponsors").

WITNESSETH:

WHEREAS, the parties are signatories to that certain Restructuring Support Agreement dated July 16, 2009 (the "Restructuring Agreement");

WHEREAS, the Effective Date as defined in the Restructuring Agreement has occurred; and

WHEREAS, Section 10 of the Restructuring Agreement provides for a mutual release to be executed by the parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Mutual Release. In consideration of the transactions and agreements contemplated by the Restructuring Agreement, each of the Parties and each of their respective directors, officers, agents, employees, partners, members, stockholders, attorneys, legal representatives, financial advisors, subsidiaries, successors, assigns and other affiliates, in each case in their respective capacities as such, (collectively, the "Released Parties") hereby releases each of the other Released Parties from any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, matured or unmatured, that they have or may at any time have

against each other arising from the beginning of time to the date hereof (including, but not limited to, any claims arising under federal or state law relating to alleged fraud, breach of any duty, negligence, violations of the federal securities laws or otherwise), whether individual, class, derivative, representative, legal, equitable or any other type or in any other capacity, in any case arising out of or related to the Companies or their respective businesses, operations, or financial condition (each, a "Claim"), except for: (i) the obligations arising out of the Restructuring Agreement and the other documents executed on or prior to the date hereof in connection therewith (including, solely in the case of each New Equity Sponsor, those certain stock purchase agreements, unit purchase agreements, shareholders agreements, operating agreements, registration rights agreements and other agreements executed by or among the New Equity Sponsors in connection with (a) the Medical Sale (as defined in the Restructuring Agreement), (b) the formation and capitalization of the Medco Purchaser (as defined in the Restructuring Agreement) and its affiliates and (c) the capitalization of Autocam, including (1) the Transportation Revolver (as defined in the Restructuring Agreement), (2) the issuance of new equity by Autocam and (3) that certain letter agreement among the New Equity Sponsors); (ii) any Claim based on intentional fraud or willful misconduct on the part of a Released Party as determined by final order of a court of competent jurisdiction; (iii) any indebtedness of the Companies to the Credit Agreement Debt Holders for money borrowed by the Companies, other than pursuant to the Credit Agreement or Swap or the other documents executed in connection therewith; (iv) the contingent reimbursement obligations of Autocam in respect of the Outstanding Letter of Credit (as defined in the Restructuring Agreement); (v) any indebtedness of any Released Party to the Companies for money borrowed by such Released Party; and (vi) any right to indemnification, contribution or advancement of expenses to which any Released Party that is an officer or director of any of the Companies may currently be entitled to with respect to any Claim asserted by any person or entity that is not a Released Party. The Parties hereto expressly agree that the Released Parties to whom this applies shall be third party beneficiaries of this Release and shall be entitled to enforce the covenants contained herein.

Section 2. Indemnification. From and after the Effective Date (as defined in the Restructuring Agreement) and until the expiration of any applicable statutes of limitation, the Companies shall indemnify, defend and hold harmless the present and former officers, directors, employees and agents of the Companies (collectively, the "Indemnified Parties"), against all losses, claims, damages, expenses (including reasonable attorneys' fees), liabilities or amounts that are paid in settlement of, or otherwise ("Losses") (but only to the extent such Losses are not otherwise covered by insurance and paid), in connection with any Claim to which any Indemnified Party is or may become a party to by virtue of his or her service as a present or former director, officer, fiduciary or employee of the Companies or his or her serving at the request of the Companies as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise, and arising out of actual or alleged events, actions or omissions occurring or alleged to have occurred at or prior to the Effective Date (as defined in the Restructuring Agreement) (including, without limitation, matters related to the negotiation, execution and performance of this Release or consummation of the Restructuring), in each case to the fullest extent permitted, as provided in the Certificate of Incorporation and Bylaws of Titan and Articles of Incorporation of Autocam as in effect at the date hereof and as permitted under the Delaware General Corporation Law and the Michigan Business Corporation Act, respectively.

Section 3. Terms of Indemnification. Any Indemnified Party wishing to claim indemnification under this Release after the Effective Date (as defined in the Restructuring

Agreement), upon learning of any such Claim, shall notify Titan thereof (although the failure to so notify Titan shall not relieve the Companies from any liability that the Companies may have under this Release, except to the extent such failure actually prejudices the Companies). In the event of any such Claim, the Companies shall have the right to assume the defense thereof and the Companies shall not be liable to such Indemnified Party for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof, except that if the Companies elect not to assume such defense or if there is an actual or potential conflict of interest between the Companies and the Indemnified Party, the Indemnified Party may retain counsel satisfactory to him or her and the Companies shall pay all reasonable fees and expenses of such counsel for the Indemnified Party promptly as statements therefor are received by the Companies; provided, however, that (i) the Companies shall not, in connection with any such action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties, (ii) the Companies and the Indemnified Parties will cooperate in the defense of any such matter, and (iii) the Companies shall not be liable for any settlement effected without their prior written consent, which consent will not be unreasonably withheld or delayed; and provided, further, that the Companies shall not have any obligation hereunder to any Indemnified Party if and when a court of competent jurisdiction shall ultimately determine that the indemnification of such Indemnified Party in the manner contemplated hereby is prohibited by applicable law.

Section 4. Survival of this Release. This Release shall survive the Effective Date (as defined in the Restructuring Agreement) and the consummation of the transactions contemplated by this Release; is intended to be for the benefit of, and shall be enforceable by, the Released Parties and the Indemnified Parties referred to herein, their heirs and personal representatives; and shall be binding on the Companies and their respective successors and assigns. This Release and the obligations hereunder shall be binding upon and among all of the Parties that have executed it, even if one or more of the Parties listed in the preamble hereto fail to execute it; *provided however*, that no Credit Agreement Debt Holder shall be bound to this Release or the obligations hereunder until such time at which the Agent shall have received executed counterparts hereof from (i) each of the Companies, (ii) each of the Existing Equityholders and (iii) each of the New Equity Sponsors. The obligations under this Release shall not be terminated or modified by the Companies in such a manner as to adversely affect (i) any Credit Agreement Debt Holder or (ii) any Indemnified Party to whom this Release applies, in each case without the consent of such party (it being expressly agreed that the Indemnified Parties to whom this Release applies shall be third party beneficiaries of this Release and shall be entitled to enforce the covenants contained herein). In the event the Companies or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any person, then, and in each such case, the Companies shall, to the extent necessary, make proper provision so that the successors and assigns of the Companies, as the case may be, assume the obligations set forth in this Release.

[Signature Pages Follow]

Companies' Signature page to Mutual Release and Indemnification Agreement

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Release as of the date first above written.

THE COMPANIES:

AUTOCAM CORPORATION

By

Name: John C. Kennedy


Title: President and Chief Executive Officer


TRADEMARK

REEL: 005347 FRAME: 0795

*Credit Agreement Debt Holders' Signature page to
Mutual Release and Indemnification Agreement*

CREDIT SUISSE, Cayman Islands Branch

By: 
Name: Kenneth Holmes
Title: Managing Director

By: 
Name: Jan Dandow
Title: Authorized Signatory
Address: 11 Madison Avenue
New York, New York 10010
Facsimile: 212-325-8129
Attention: Jens Ernberg