

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Credit Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accuride Corporation		11/18/2016	Corporation: DELAWARE
Gunite Corporation		11/18/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4773989	ACCU-FLANGE	
Registration Number:	3583730	ACCU-LITE	
Registration Number:	698057	ACCU-RIDE	
Registration Number:	912540	ACCU-RIDE	
Registration Number:	2900510	ACCU-SHIELD	
Registration Number:	702487	COMMANDER	
Registration Number:	759558	DUPLEX	
Registration Number:	5032960	EVERSTEEL	
Registration Number:	988254	RADIAL COMMANDER	
Registration Number:	3680117	STATESMAN	
Registration Number:	1300461	WHEEL-GUARD	
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	

OP \$715.00 4773989

Property Type	Number	Word Mark
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
Serial Number:	86651453	FLEETCHOICE

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 800-494-5225

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F166780
NAME OF SUBMITTER:	Alan Delaney
SIGNATURE:	/Alan Delaney/
DATE SIGNED:	11/23/2016

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of November 18, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA (“RBC”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, ARMOR MERGER SUB CORP., a Delaware corporation, ACCURIDE CORPORATION, a Delaware corporation (together with its permitted successors and assigns, the “Borrower”), ARMOR PARENT CORP., a Delaware corporation (“Holdings”), RBC, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and each other party thereto have entered into the Term Loan Credit Agreement dated as of November 18, 2016 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally and not jointly agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Term Loan Trademark Collateral”):

(a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property, such as any intent-to-use trademark application in the United States prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding of such intent-to-use trademark application or any registration issuing therefrom under applicable Law).

SECTION 2. Security for Obligations. The grant of a security interest in the Term Loan Trademark Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or

otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Term Loan Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ACCURIDE CORPORATION
GUNITE CORPORATION,
as Initial Grantors

By: 
Name: Richard F. Dauch
Title: Chief Executive Officer

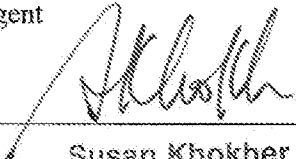
[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
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ROYAL BANK OF CANADA,
as Collateral Agent

By:

Name:





Susan Khokher


Title:

Manager, Agency

SCHEDULE A

Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Title/Mark	Date Filed	Serial No.	Registration No.	Grant Date
Accuride Corporation	Accu-Flange	4/29/2014	86265817	4773989	7/14/2015
Accuride Corporation	Accu-lite	3/26/2007	76674662	3583730	3/3/2009
Accuride Corporation	Accu-ride	9/23/1959	72081893	698057	5/24/1960
Accuride Corporation	Accu-ride	3/9/1970	72353471	912540	6/8/1971
Accuride Corporation	Accu-Shield	7/14/2003	76532081	2900510	11/2/2004
Accuride Corporation	Commander	12/31/1959	72088311	702487	8/9/1960
Accuride Corporation	Duplex	3/20/1963	72165047	759558	11/5/1963
Accuride Corporation	Eversteel	6/26/2015	86676339	5032960	8/30/2016
Accuride Corporation	FLEETCHOICE	6/4/2015	86651453		
Accuride Corporation	Radial Commander	6/29/1972	72428663	988254	7/16/1974
Accuride Corporation	Statesman	11/21/2007	76684270	3680117	9/8/2009
Accuride Corporation	Wheel-Guard	2/3/1983	73412183	1300461	10/16/1984
Gunite Corporation	3600A	5/4/2007	77173089	3368528	1/15/2008
Gunite Corporation	3721A	5/4/2007	77173095	3368529	1/15/2008
Gunite Corporation	3800	5/4/2007	77173122	3368533	1/15/2008
Gunite Corporation	Design only (Bow Tie) 	11/17/1947	71541415	512186	7/12/1949
Gunite Corporation	Design only (Bow Tie)	12/29/1948	71571270	523587	4/4/1950
Gunite Corporation	Design only (Bow Tie w/Bar) 	7/21/1989	73813996	1615600	10/2/1990
Gunite Corporation	Design only (Bow Tie w/S) 	11/17/1947	71541414	512185	7/12/1949

Registered Owner/ Grantor	Title/Mark	Date Filed	Serial No.	Registration No.	Grant Date
Gunite Corporation	Ductilite	3/1/2001	76218010	2743387	7/29/2003
Gunite Corporation	Gold	6/26/2007	77215767	3851988	9/28/2010
Gunite Corporation	Gunite	10/8/1954	71674512	610564	8/16/1955
Gunite Corporation	Gunite	10/13/1998	75568503	2311175	1/25/2000
Gunite Corporation	Gunite (in design) 	12/19/1991	74232184	1715491	9/15/1992
Gunite Corporation	Tru-Pilot	3/1/2001	76218009	2672977	1/7/2003
Gunite Corporation	Tru-Set	10/2/2003	78308442	3482012	8/5/2008
Gunite Corporation	Tru-Seal	1/24/2005	78552733	3395817	3/11/2008
Gunite Corporation	Ultra Max	8/20/1997	75343938	2362666	6/27/2000