

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM408270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neenah Foundry Company		12/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4784561	DEETER FOUNDRY	
Registration Number:	2858790	STABILOC	
Registration Number:	3528112	SWIVELOC	
Registration Number:	3825535	CPR II	
Registration Number:	3862174	RAMBLOC	
Registration Number:	3894210	DYNAMIC AIR DAM	
Serial Number:	86397375	HYDROVENT	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon Street		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-0825		
NAME OF SUBMITTER:	Betty G. Smith		
SIGNATURE:	/Betty G. Smith/		

OP \$190.00 4784561

DATE SIGNED:	12/08/2016
Total Attachments: 6 source=Trademark Security Agreement - Neenah Foundry Company (2016)#page1.tif source=Trademark Security Agreement - Neenah Foundry Company (2016)#page2.tif source=Trademark Security Agreement - Neenah Foundry Company (2016)#page3.tif source=Trademark Security Agreement - Neenah Foundry Company (2016)#page4.tif source=Trademark Security Agreement - Neenah Foundry Company (2016)#page5.tif source=Trademark Security Agreement - Neenah Foundry Company (2016)#page6.tif	

TRADEMARK SECURITY AGREEMENT

(Neenah Foundry Company)

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 8, 2016, is made by NEENAH FOUNDRY COMPANY, a Delaware corporation with its chief executive office at 2121 Brooks Avenue, Neenah, WI 54956 (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association with its address at 1525 West W.T. Harris Blvd., Charlotte, NC 28262 ("Wells Fargo"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Term Loan Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Term Loan Agreement, dated as of December 8, 2016 (as the same may be amended, refinanced, replaced, restated, supplemented and/or modified from time to time, the "Term Loan Agreement"), by and among NEENAH FOUNDRY COMPANY, as the Borrower Representative and a Borrower, the other Borrowers and Credit Parties from time to time party thereto, the Lenders and Wells Fargo, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed pursuant to the Term Loan Guaranty and Security Agreement dated as of April 26, 2013 in favor of Agent, as successor in interest to General Electric Capital Corporation (as such agreement may be amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Term Loan Agreement) of each Credit Party (other than the Grantor); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Term Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due

(whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

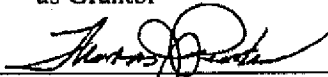
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7. Intercreditor Agreement. This Trademark Security Agreement is subject to the provisions of the Intercreditor Agreement.

[SIGNATURE PAGES FOLLOW]

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

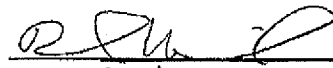
NEENAH FOUNDRY COMPANY
as Grantor

By: 
Name: Thomas J. Riordan
Title: President

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By:



Name: David Wisniewski
Title: VP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	Mark	Application Number	Registration Number	Registration Date
United States of America	DEETER FOUNDRY	86/349498	4784561	8/4/2015
United States of America	STABILOC	78/127126	2858790	6/29/2004
United States of America	SWIVELOC	77/071638	3528112	11/4/2008
United States of America	CPR II	77/270743	3825535	7/27/2010
United States of America	RAMBLOC	78/849274	3862174	10/12/2010
United States of America	DYNAMIC AIR DAM	77/270809	3894210	12/21/2010

2. TRADEMARK APPLICATIONS

Country	Mark	Application Number
United States of America	HYDROVENT	86/397375

3. IP LICENSES

None.