

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM430438

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Axle & Manufacturing, Inc.		06/05/2017	Corporation: DELAWARE
Cloyes Gear and Products, Inc.		06/05/2017	Corporation: OHIO
Grede LLC		06/05/2017	Limited Liability Company: DELAWARE
Metaldyne Performance Group Inc.		06/05/2017	Corporation: DELAWARE
Metaldyne, LLC		06/05/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., As Collateral Agent		
<b>Street Address:</b>	4 CHASE METROTECH CENTER		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 52</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1707756	MSP	
<b>Registration Number:</b>	1764025	MSP	
<b>Registration Number:</b>	2127484	AAM	
<b>Registration Number:</b>	2161159	AAM AMERICAN AXLE & MANUFACTURING	
<b>Registration Number:</b>	2247899	AAM	
<b>Registration Number:</b>	2336380	GEM-COTE	
<b>Registration Number:</b>	2534383	POWERLITE	
<b>Registration Number:</b>	2615863	AAM	
<b>Registration Number:</b>	2645975	TRACRITE	
<b>Registration Number:</b>	2820784	AAM	
<b>Registration Number:</b>	2978863	POWERFILM	
<b>Registration Number:</b>	3168475	COLFOR MANUFACTURING	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3238296	POWER TO DELIVER
Registration Number:	3317230	AMERICAN AXLE & MANUFACTURING
Registration Number:	3634955	TRACRITE
Registration Number:	3716346	DIETRONIK
Registration Number:	3719668	DIETRONIK
Registration Number:	3870996	ACCUGEAR
Registration Number:	3938104	POWERDENSE
Registration Number:	3998018	AAM
Registration Number:	4009189	AAM
Registration Number:	4126553	WHERE INNOVATION MEETS SOPHISTICATION
Registration Number:	4357612	DELIVERING POWER
Registration Number:	4357678	DELIVERING POWER
Registration Number:	4373178	DELIVERING POWER
Registration Number:	4377215	ACCUGEAR
Registration Number:	4451605	ECOTRAC
Registration Number:	4451790	ECOTRAC
Registration Number:	1198609	TRUE
Registration Number:	1370932	CLOYES
Registration Number:	1380128	CLOYES
Registration Number:	1755179	HEX-A-JUST
Registration Number:	1995236	STIFFBACK
Registration Number:	2068437	D
Registration Number:	2191699	THE FULL LINE MANUFACTURER
Registration Number:	3566995	QUICK ADJUST
Registration Number:	3587888	DYNAGEAR
Registration Number:	3569730	CASTING INTEGRITY
Registration Number:	3572098	G
Registration Number:	3751127	GREDE
Registration Number:	3023982	METALDYNE
Registration Number:	3023983	METALDYNE
Registration Number:	3023984	METALDYNE
Registration Number:	3056356	HS150
Serial Number:	86751313	SYLENT
Serial Number:	86556169	TOTAL-DRIVE
Serial Number:	86497044	MPG DRIVEN
Serial Number:	86497047	MPG
Serial Number:	86497055	MPG PERFORMANCE DRIVEN
Serial Number:	86898528	

Property Type	Number	Word Mark
Serial Number:	87049570	DUCTILE-ITE
Serial Number:	87049638	DUCTILE-ITE

#### 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@cogencyglobal.com

**Correspondent Name:** Stewart Walsh

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** Cogency Global Inc.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F170608
<b>NAME OF SUBMITTER:</b>	Justin Hunte
<b>SIGNATURE:</b>	/Justin Hunte/
<b>DATE SIGNED:</b>	06/08/2017

#### Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT dated as of June 5, 2017 (this “**Agreement**”), among AMERICAN AXLE & MANUFACTURING, INC., a Delaware corporation (the “**Borrower**”), the other subsidiaries of AMERICAN AXLE & MANUFACTURING HOLDINGS, INC., a Delaware corporation (the “**Parent**”), listed on Schedule I hereto (the “**Subsidiary Grantors**”; the Subsidiary Grantors and the Borrower are referred to collectively herein as the “**Grantors**”) and JPMorgan Chase Bank, N.A. (“**Collateral Agent**”), as Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of April 6, 2017 (as amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”), among the Parent, the Borrower, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and (b) the Collateral Agreement dated as of April 6, 2017 (as amended, supplemented, restated or otherwise modified from time to time, the “**Collateral Agreement**”), among the Parent, the Borrower, the other Subsidiary Parties from time to time party thereto and the Collateral Agent. The Lenders (as defined in the Credit Agreement) have extended, and have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified pursuant to the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all of the following (collectively, the “**Trademark Collateral**”):

- (a) the trademark and service mark registrations and applications listed on Schedule II (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable federal law), and all extensions or renewals thereof; and
- (b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Purpose. This Agreement has been executed and delivered by the parties hereto for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions set forth in the Collateral Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

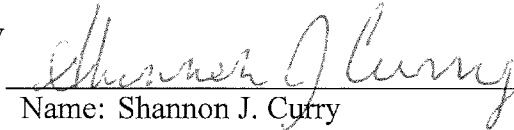
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

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

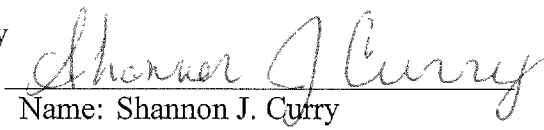
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

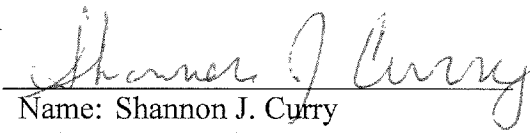
AMERICAN AXLE &  
MANUFACTURING, INC.

by   
Name: Shannon J. Curry  
Title: Treasurer

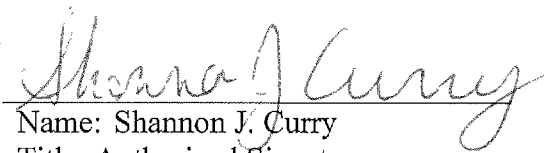
CLOYES GEAR AND PRODUCTS, INC.

By   
Name: Shannon J. Curry  
Title: Authorized Signatory &  
Treasurer

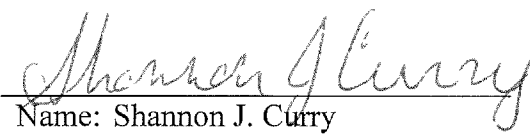
GREDE LLC

by   
Name: Shannon J. Curry  
Title: Authorized Signatory

METALDYNE PERFORMANCE GROUP  
INC.

by   
Name: Shannon J. Curry  
Title: Authorized Signatory

METALDYNE, LLC

by   
Name: Shannon J. Curry  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent,

by



Name: Gene Riego De Dios  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

[[3650133]]

**TRADEMARK**  
**REEL: 006079 FRAME: 0319**

Schedule I

Subsidiary Grantors

<u>Item #</u>	<u>Entity Legal Name</u>	<u>Jurisdiction of Formation/Organization</u>
1.	Cloyes Gear and Products, Inc.	Ohio
2.	Grede LLC	Delaware
3.	Metaldyne Performance Group Inc.	Delaware
4.	Metaldyne, LLC	Delaware



## Schedule II

TRADEMARK/TRADE NAMES OWNED BY AMERICAN AXLE &  
MANUFACTURING,  
INC. AND ITS SUBSIDIARY PARTIES

*U.S. Trademark Registrations*

Mark	Owner	Serial No	Filing Date	Registration No	Registration Date
MSP & Design	American Axle & Manufacturing, Inc.	73/788859	03/24/1989	1707756	08/18/1992
MSP	American Axle & Manufacturing, Inc.	73/788862	03/24/1989	1764025	04/13/1993
AAM & Design	American Axle & Manufacturing, Inc.	75/975361	05/05/1995	2127484	01/06/1998
AMERICAN AXLE & MANUFACTURING & AAM Design	American Axle & Manufacturing, Inc.	74/539905	06/20/1994	2161159	06/02/1998
AAM & Design	American Axle & Manufacturing, Inc.	74/670433	05/05/1995	2247899	05/25/1999
GEM-COTE	American Axle & Manufacturing, Inc.	74/651555	03/24/1995	2336380	03/28/2000
POWERLITE	American Axle & Manufacturing, Inc.	75/306731	06/11/1997	2534383	01/29/2002
AAM	American Axle & Manufacturing, Inc.	76/114347	08/11/2000	2615863	09/03/2002
TRACRITE (Stylized)	American Axle & Manufacturing, Inc.	75/243706	01/31/1997	2645975	11/05/2002

<b>Mark</b>	<b>Owner</b>	<b>Serial No</b>	<b>Filing Date</b>	<b>Registration No</b>	<b>Registration Date</b>
AAM & Design (Lined for Red)	American Axle & Manufacturing, Inc.	76/450618	06/17/2002	2820784	03/09/2004
POWERFILM	American Axle & Manufacturing, Inc.	78/254438	05/27/2003	2978863	07/26/2005
COLFOR MANUFACTURING	American Axle & Manufacturing, Inc.	78/776377	12/19/2005	3168475	11/07/2006
POWER TO DELIVER	American Axle & Manufacturing, Inc.	78/675940	07/22/2005	3238296	05/01/2007
AMERICAN AXLE & MANUFACTURING	American Axle & Manufacturing, Inc.	78/682870	08/01/2005	3317230	10/23/2007
TRACRITE	American Axle & Manufacturing, Inc.	77/608587	11/06/2008	3634955	06/09/2009
DIETRONIK	American Axle & Manufacturing, Inc.	77/523786	07/16/2008	3716346	11/24/2009
DIETRONIK (Stylized)	American Axle & Manufacturing, Inc.	77/560151	09/02/2008	3719668	12/01/2009
ACCUGEAR	American Axle & Manufacturing, Inc.	77/604361	10/30/2008	3870996	11/02/2010
POWERDENSE	American Axle & Manufacturing, Inc.	85/128323	09/13/2010	3938104	03/29/2011
AAM	American Axle & Manufacturing, Inc.	85/210659	01/05/2011	3998018	07/19/2011

Mark	Owner	Serial No	Filing Date	Registration No	Registration Date
AAM & Design (Red)	American Axle & Manufacturing, Inc.	85/210654	01/05/2011	4009189	08/09/2011
WHERE INNOVATION MEETS SOPHISTICATION	American Axle & Manufacturing, Inc.	85/220127	01/18/2011	4126553	04/10/2012
DELIVERING POWER & Design (Color)	American Axle & Manufacturing, Inc.	85/758789	10/19/2012	4357612	06/25/2013
DELIVERING POWER & Design (Black and White)	American Axle & Manufacturing, Inc.	85/760089	10/22/2012	4357678	06/25/2013
DELIVERING POWER	American Axle & Manufacturing, Inc.	85/503976	12/27/2011	4373178	07/23/2013
ACCUGEAR	American Axle & Manufacturing, Inc.	85/490684	12/08/2011	4377215	07/30/2013
ECOTRAC	American Axle & Manufacturing, Inc.	77/934761	02/12/2010	4451605	12/17/2013
ECOTRAC (Stylized)	American Axle & Manufacturing, Inc.	85/433124	09/27/2011	4451790	12/17/2013

*U.S. Trademark Applications*

Mark	Country Code	Owner	Serial No	Filing Date
SYLENT & Design	US	American Axle & Manufacturing, Inc.	86/751313	09/09/2015
TOTAL-DRIVE	US	American Axle & Manufacturing, Inc.	86/556169	03/06/2015

TRADEMARK/TRADE NAMES OWNED BY METALDYNE PERFORMANCE  
GROUP  
INC. AND ITS SUBSIDIARY PARTIES

*U.S. Trademark Registrations*

Trademark	Reg. No.	Date	App. No.	Filed	Owner
TRUE	1198609	22-Jun-82	73275222	22-Aug-80	Cloyes Gear and Products, Inc.
CLOYES	1370932	19-Nov-85	73535649	3-May-85	Cloyes Gear and Products, Inc.
CLOYES	1380128	28-Jan-86	73545801	1-Jul-85	Cloyes Gear and Products, Inc.
HEX-A-JUST	1755179	2-Mar-93	74278857	22-May-92	Cloyes Gear and Products, Inc.
STIFFBACK	1995236	20-Aug-96	74705125	24-Jul-95	Cloyes Gear and Products, Inc.
D	2068437	10-Jun-97	74705124	24-Jul-95	Cloyes Gear and Products, Inc.
THE FULL LINE MANUFACTURER	2191699	29-Sep-98	74705128	24-Jul-95	Cloyes Gear and Products, Inc.
QUICK ADJUST	3566995	27-Jan-09	77486252	29-May-08	Cloyes Gear and Products, Inc.
DYNAGEAR	3587888	10-Mar-09	77175715	8-May-07	Cloyes Gear and Products, Inc.
CASTING INTEGRITY	3569730	3-Feb-09	77506160	24-Jun-08	Grede LLC
G	3572098	10-Feb-09	77507591	25-Jun-08	Grede LLC
GREDE	3751127	23-Feb-10	77501845	18-Jun-08	Grede LLC
METALDYNE	3023982	6-Dec-05	76184235	21-Dec-00	Metaldyne, LLC
METALDYNE	3023983	6-Dec-05	76184236	21-Dec-00	Metaldyne, LLC
METALDYNE	3023984	6-Dec-05	76184237	21-Dec-00	Metaldyne, LLC
HS150	3056356	31-Jan-06	78349156	8-Jan-04	Metaldyne, LLC

*U.S. Trademark Applications*

Trademark	App. No.	Filed	Owner
MPG DRIVEN	86497044	7-Jan-15	Metaldyne Performance Group Inc.
MPG	86497047	7-Jan-15	Metaldyne Performance Group Inc.
MPG PERFORMANCE DRIVEN	86497055	7-Jan-15	Metaldyne Performance Group Inc.
<i>DESIGN ONLY</i>	86898528	5-Feb-16	Metaldyne Performance Group Inc.

Trademark	App. No.	Filed	Owner
DUCTILE-ITE	87049570	25-May-16	Metaldyne Performance Group Inc.
DUCTILE-ITE	87049638	25-May-16	Metaldyne Performance Group Inc.