

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neenah Foundry Company		12/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon St.		
Internal Address:	MC: NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2105107	NEENAH FOUNDRY CO.	
Registration Number:	2858790	STABILOC	
Registration Number:	3528112	SWIVELOC	
Registration Number:	3825535	CPR II	
Registration Number:	3862174	RAMBLOC	
Registration Number:	3894210	DYNAMIC AIR DAM	
Registration Number:	4784561	DEETER FOUNDRY	
Registration Number:	5176793	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 St.		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2068279-2051		

OP \$215.00 2105107

NAME OF SUBMITTER:	Betty G. Smith
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	12/20/2017
Total Attachments: 6 source=Trademark Security Agreement - Neenah Foundry (2017)#page1.tif source=Trademark Security Agreement - Neenah Foundry (2017)#page2.tif source=Trademark Security Agreement - Neenah Foundry (2017)#page3.tif source=Trademark Security Agreement - Neenah Foundry (2017)#page4.tif source=Trademark Security Agreement - Neenah Foundry (2017)#page5.tif source=Trademark Security Agreement - Neenah Foundry (2017)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A. (“Bank of America”), 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 Term Loan Agreement, dated as of December 13, 2017 (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, the other Credit Parties from time to time party thereto, the Lenders and Bank of America, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Term Loan Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, 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 such Grantor); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 Borrower thereunder, each 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. Each 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 such 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 such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such 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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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.

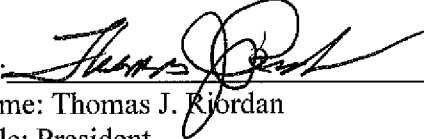
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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

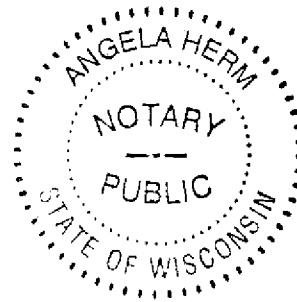
By: 
Name: Thomas J. Rjordan
Title: President

ACKNOWLEDGMENT OF GRANTOR

State of Wisconsin)
County of Winnebago) ss.

On this 12 day of December, 2017 before me personally appeared Thomas J. Riordan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Neenah Foundry Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Angela Heron
Notary Public



ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: Christine Trotter
Name: Christine Trotter
Title: Duly Authorized Signatory

Neenah Foundry Company
Trademark Security Agreement
Signature Page

TRADEMARK
REEL: 006232 FRAME: 0322

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Neenah Foundry Company	NEENAH FOUNDRY CO.	9/3/1996	75/159197	10/14/1997	2105107
Neenah Foundry Company	STABILOC	5/8/2002	78/127126	6/29/2004	2858790
Neenah Foundry Company	SWIVELOC	12/27/2006	77/071638	11/4/2008	3528112
Neenah Foundry Company	CPR II	9/4/2007	77/270743	7/27/2010	3825535
Neenah Foundry Company	RAMBLOC	3/29/2006	78/849274	10/12/2010	3862174
Neenah Foundry Company	DYNAMIC AIR DAM	9/4/2007	77/270809	12/21/2010	3894210
Neenah Foundry Company	DEETER FOUNDRY	7/28/2014	86/349498	8/4/2015	4784561
Neenah Foundry Company	HYDROVENT	9/17/2014	86/397375	4/4/2017	5176793

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.