

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455770

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 Agent		
Street Address:	20975 Swenson Drive		
Internal Address:	Suite 200		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	75159197	NEENAH FOUNDRY CO.	
Serial Number:	78127126	STABILOC	
Serial Number:	77071638	SWIVELOC	
Serial Number:	77270743	CPR II	
Serial Number:	78849274	RAMBLOC	
Serial Number:	77270809	DYNAMIC AIR DAM	
Serial Number:	86349498	DEETER FOUNDRY	
Serial Number:	86397375	HYDROVENT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7037125390		
Email:	mguidry@mcguirewoods.com		
Correspondent Name:	Melissa Guidry		
Address Line 1:	1750 Tysons Blvd		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		

OP \$215.00 75159197

ATTORNEY DOCKET NUMBER:	2068279-5079
NAME OF SUBMITTER:	Melissa Guidry
SIGNATURE:	/Melissa Guidry/
DATE SIGNED:	12/22/2017

Total Attachments: 6

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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 agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Revolving Credit Agreement referred to below) and the other Secured Parties (as defined in the Revolving Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Revolving Credit 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 “Revolving Credit Agreement”), by and among NEENAH FOUNDRY COMPANY, the other Obligors (as defined in the Revolving Credit Agreement) from time to time party thereto, the Lenders, and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers (as defined in the Revolving Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Revolving Credit 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 Revolving Credit Agreement) of each Borrower; 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 Revolving Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers 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 or the Revolving Credit Agreement (as applicable).

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.

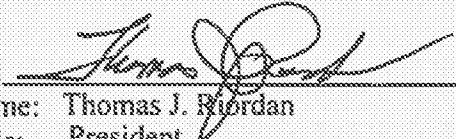
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

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. Riordan
Title: President

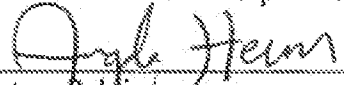
NEENAH FOUNDRY COMPANY
TRADEMARK SECURITY AGREEMENT
Signature Page

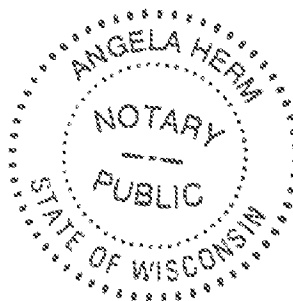
TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

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.


Notary Public



ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: _____



Name: Scott Bell
Title: Senior Vice President

NEENAH FOUNDRY COMPANY
TRADEMARK SECURITY AGREEMENT
Signature Page

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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.