

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc., as Collateral Agent		10/12/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC, as Collateral Agent		
Street Address:	4445 Willard Avenue		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1740888	AUTOCAM	
Serial Number:	76459343	AUTOCAM	
Serial Number:	76459344	AUTOCAM	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	330119-94		
NAME OF SUBMITTER:	Kristin Brozovic		

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Signature:	/Kristin Brozovic/
Date:	10/25/2006
Total Attachments: 7 source=Trademark Assignment of Security Interest#page1.tif source=Trademark Assignment of Security Interest#page2.tif source=Trademark Assignment of Security Interest#page3.tif source=Trademark Assignment of Security Interest#page4.tif source=Trademark Assignment of Security Interest#page5.tif source=Trademark Assignment of Security Interest#page6.tif source=Trademark Assignment of Security Interest#page7.tif	

AMENDMENT AND ASSIGNMENT OF GRANT OF TRADEMARK SECURITY
INTEREST

This Amendment and Assignment of Grant of Trademark Security Interest dated as of October 12, 2006 (this "**Amendment and Assignment**"), is made by and among Citicorp North America, Inc., in its capacity as Collateral Agent ("**Retiring Agent**") under the Loan Agreement (as defined below), CapitalSource Finance LLC, in its capacity as successor Collateral Agent ("**Successor Agent**") under the Loan Agreement, and AutoCam Corporation ("**Company**").

RECITALS

WHEREAS, Company, certain of Company's affiliates, the Lenders party thereto and Retiring Agent entered into that certain Credit and Guaranty Agreement dated as of June 21, 2004 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Loan Agreement**");

WHEREAS, Company, the Lenders party thereto and Retiring Agent entered into that certain Grant of Trademark Security Interest (as the same may be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Trademark Agreement**") dated as of June 21, 2004 and recorded on June 23, 2004 with the United States Patent and Trademark Office at Reel 002878 and Frame 0198;

WHEREAS, pursuant to the Loan Agreement and the Trademark Agreement, Company granted to Retiring Agent, as agent on behalf of the Lenders, a continuing security interest in, among other things, all of Company's right, title and interest in and to the trademarks referred to in Exhibit A hereto;

WHEREAS, pursuant to that certain letter agreement of even date herewith by and between, among others, Retiring Agent and Successor Agent (the "**Assignment Letter Agreement**"), Retiring Agent has resigned as Agent and delegated its rights, remedies, duties and obligations under the Loan Agreement, the Trademark Agreement and all other financing and collateral documents executed in connection therewith (collectively, the "**Loan Documents**") to Successor Agent as the successor Agent;

WHEREAS, Successor Agent has agreed to accept the assignment of the rights, remedies, and duties and assumes the obligations of the Agent under the Loan Documents from Retiring Agent pursuant to the terms of the Assignment Letter Agreement;

WHEREAS, the parties hereto desire to execute this Amendment and Assignment for the purposes of (i) amending the Trademark Agreement and the notice of such Trademark Agreement in certain respects to reflect the transfer of Retiring Agent's interest as Agent to Successor Agent, and (ii) evidencing in the United States Patent and Trademark Office the assignment by Retiring Agent to Successor Agent of all of Retiring Agent's rights, remedies, duties and obligations under the Trademark Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company, Retiring Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan and Security Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that Successor Agent shall replace Retiring Agent as “Secured Party” thereunder and all references to “Secured Party” thereunder shall hereinafter refer to CapitalSource Finance LLC, as Collateral Agent for the Lenders.

3. Assignment. In connection with the assignment from Retiring Agent to Successor Agent under the Assignment Letter Agreement, Retiring Agent does hereby assign and transfer all of its rights, remedies, duties and obligations as Secured Party under the Trademark Agreement to Successor Agent (without representation, warranty or recourse of any kind), and Successor Agent hereby accepts all of Retiring Agent’s assignment and transfer of its rights, remedies, duties and obligations as Secured Party under the Trademark Agreement. The execution and delivery of this Amendment and Assignment shall not in any way affect or modify the liability of Company under the Loan Agreement or the Trademark Agreement, it being understood and agreed that notwithstanding this Amendment and Assignment, all of the obligations of Company under the Credit Documents shall be and remain enforceable by Successor Agent, as Agent under the Loan Agreement and Trademark Agreement, or by its successors and assigns against Company.

4. Severability. Whenever possible, each provision of this Amendment and Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment and Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment and Assignment. In addition, in the event any provision of or obligation under this Amendment and Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Amendment and Assignment are included for convenience of reference only, do not constitute a part of this Amendment and Assignment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment and Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment and Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

8. Counterparts. This Amendment and Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment and Assignment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

CITICORP NORTH AMERICA, INC., as
Retiring Agent

By: *Suzanne Crymes*
Name: SUZANNE CRYMES
Title: Vice President

CAPITALSOURCE FINANCE LLC, as
Successor Agent

By: _____
Name: _____
Title: _____

AUTOCAM CORPORATION

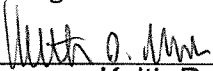
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

CITICORP NORTH AMERICA, INC., as
Retiring Agent

By: _____
Name: _____
Title: _____

CAPITALSOURCE FINANCE LLC, as
Successor Agent

By: 
Name: Keith D. Reuben
Title: President - Healthcare & Specialty Finance

AUTOCAM CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

CITICORP NORTH AMERICA, INC., as
Retiring Agent

By: _____
Name: _____
Title: _____

CAPITALSOURCE FINANCE LLC, as
Successor Agent

By: _____
Name: _____
Title: _____

AUTOCAM CORPORATION


By: 
Name: Warren A. Veltman
Title: Chief Financial Officer

EXHIBIT A

<u>Trademark</u>	<u>App/Reg/Serial No.</u>	<u>Reg/Filing Date</u>
AutoCam	1740888	12/22/92
AutoCam	76/459,343	10/18/02
AutoCam	76/459,344	10/18/02