

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gunite Corporation		07/29/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Notes Priority Collateral Agent
Street Address:	60 Wall Street
Internal Address:	MS NYC60-271 0
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1615600	
Registration Number:	523587	
Registration Number:	512186	
Registration Number:	2743387	DUCTILITE
Registration Number:	2311175	GUNITE
Registration Number:	610564	GUNITE
Registration Number:	1715491	GUNITE
Registration Number:	512185	S
Registration Number:	2672977	TRU-PILOT
Registration Number:	3395817	TRU-SEAL
Registration Number:	3482012	TRU-SET
Registration Number:	2362666	ULTRA MAX
Serial Number:	77215767	GOLD

CH \$415.00 1615600

900168240

**TRADEMARK
 REEL: 004251 FRAME: 0493**

Registration Number:	3368533	3800
Registration Number:	3368529	3721A
Registration Number:	3368528	3600A

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Alvaro Arce, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2297
NAME OF SUBMITTER:	Alvaro Arce
Signature:	/alvaro arce/
Date:	07/30/2010

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of July 29, 2010, is made by the grantor listed on the signature page hereof (the “Grantor”) in favor of Deutsche Bank Trust Company Americas (“DBTCA”), as Notes Priority Collateral Agent (the “Notes Priority Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Accuride Corporation, a Delaware corporation, has entered into the Indenture dated as of July 29, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), with each Guarantor (as defined in the Indenture), Wilmington Trust FSB, as trustee, and DBTCA, as notes priority collateral agent, paying agent, registrar and transfer agent.

WHEREAS, as a condition precedent to the issuance of the Notes under the Indenture, the Grantor has executed and delivered that certain Security Agreement dated as of July 29, 2010 made by the Grantor and the other grantors in favor of the Notes Priority Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Terms defined in the Indenture or the Security Agreement and not otherwise defined herein are used herein as therein defined.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Notes Priority Collateral Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Notes Priority Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of its right, title and interest in and to the following (the “Collateral”):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit B to the Security Agreement (an “IP Security Agreement Supplement”), executed and delivered by the Grantor to the Notes Priority Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “Patents”);

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (as such Schedule A may be

supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Notes Priority Collateral Agent from time to time) and all goodwill associated therewith (the “Trademarks”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit B to the Security Agreement (an “IP Security Agreement Supplement”), executed and delivered by the Grantor to the Notes Priority Collateral Agent from time to time) (the “Copyrights”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Copyrights, Patents and Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Note Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Notes Priority Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

GUNITE CORPORATION,
as a Grantor

By: 

Name: Stephen A. Martin

Title: Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004251 FRAME: 0497

SCHEDULE A
TO THE INTELLECTUAL
PROPERTY SECURITY AGREEMENT

**Gunite Corporation
U.S. Patents**

Title	Patent No./ App. No.	Patent Date/ App. Date	Owner	Status
Brake Drum Mounting	5,890,567	4/6/1999	Gunite Corporation	Issued
Outboard ribbed wheel hub	6,612,657	9/2/2003	Gunite Corporation	Issued
Outboard ribbed wheel hub	6,866,345	3/15/2005	Gunite Corporation	Issued
Wheel Hub Shipping Retainer System	7,690,505	4/6/2010	Gunite Corporation	Issued
Seal for a Bearing	7,121,728	10/17/2006	Gunite Corporation	Issued
Wheel Hub Pilot Protector	7,159,697	1/9/2007	Gunite Corporation	Issued
High Tensile Strength Gray Iron Alloy	7,163,594	1/16/2007	Gunite Corporation	Issued
Exciter Ring for a Brake Rotor	7,219,778	5/22/2007	Gunite Corporation	Issued
Two Component Wheel Hub	7,281,769	10/16/2007	Gunite Corporation	Issued
Sealing device for a slack adjuster	(10/734,495)	12/12/2003	Gunite Corporation	Pending

**Gunite Corporation
U.S. Trademarks**

Trademark	Reg. No./ App. No.	Reg. Date/ App. Date	Owner	Status
Design Only	1,615,600	10/2/1990	Gunite Corporation	Registered
Design Only	523,587	4/4/1950	Gunite Corp.	Registered
Design Only	512,186	7/12/1949	Gunite Corp.	Registered
DUCTILITE	2,743,387	7/29/2003	Gunite Corporation	Registered
Gunite	2,311,175	1/25/2000	Gunite Corporation	Registered
Gunite	610,564	8/16/1955	Gunite Corporation	Registered
Gunite and Design	1,715,491	9/15/1992	Gunite Corporation	Registered
S and Design	512,185	7/12/1949	Gunite Corporation	Registered
Tru-Pilot	2,672,977	1/7/2003	Gunite Corporation.	Registered
Tru-Seal	3,395,817	3/11/2008	Gunite Corporation.	Registered
Tru-Set	3,482,012	8/5/2008	Gunite Corporation	Registered
Ultra Max	2,362,666	6/27/2000	Gunite Corporation	Registered
GOLD	(77/215,767)	(6/26/2007)	Gunite Corporation	Pending
3800	3,368,533	1/15/2008	Gunite Corporation	Registered
3721A	3,368,529	1/15/2008	Gunite Corporation	Registered
3600A	3,368,528	1/15/2008	Gunite Corporation	Registered

**Gunite Corporation
U.S. Copyrights**

Title	Registration No.	Registration Date	Owner
Fleet line products catalog: GFL94-HT	TX3942721	6/6/94	Gunite Corporation
Gunite fleet line products catalog: GFL97-HT, March 1997	TX4541982	5/2/97	Gunite Corporation
Gunite Corporation fleet line products catalog: GFL91-HT, Feb. 1991	TX3076073	4/29/91	Gunite Corporation
Fleet Line Products Catalog: May, 2003	TX6004180	3/18/04	Gunite Corporation
Interchange Guide, GPC-XREF: February 2003	TX5984421	3/18/04	Gunite Corporation
Trailer Products, GPC-TRLR03: January, 2003	TX5941459	3/18/04	Gunite Corporation