

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		06/01/2018	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Successor Agent		
Street Address:	100 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4773989	ACCU-FLANGE	
Registration Number:	3583730	ACCU-LITE	
Registration Number:	698057	ACCU-RIDE	
Registration Number:	912540	ACCU-RIDE	
Registration Number:	2900510	ACCU-SHIELD	
Registration Number:	702487	COMMANDER	
Registration Number:	759558	DUPLEX	
Registration Number:	5032960	EVERSTEEL	
Registration Number:	988254	RADIAL COMMANDER	
Registration Number:	3680117	STATESMAN	
Registration Number:	1300461	WHEEL-GUARD	
Registration Number:	3368528	3600A	
Registration Number:	3368529	3721A	
Registration Number:	3368533	3800	
Registration Number:	512186		
Registration Number:	523587		
Registration Number:	1615600		
Registration Number:	512185	S	
Registration Number:	2743387	DUCTILITE	

OP \$715.00 4773989

Property Type	Number	Word Mark
Registration Number:	3851988	GOLD
Registration Number:	610564	GUNITE
Registration Number:	2311175	GUNITE
Registration Number:	1715491	GUNITE
Registration Number:	2672977	TRU-PILOT
Registration Number:	3482012	TRU-SET
Registration Number:	3395817	TRU-SEAL
Registration Number:	2362666	ULTRA MAX
Serial Number:	86651453	FLEETCHOICE

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

ATTORNEY DOCKET NUMBER:	1005416 TM Transfer
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	10/22/2018

Total Attachments: 7

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TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”) dated as of June 1, 2018 is by and among ROYAL BANK OF CANADA, as resigning agent (in such capacity, the “Resigning Agent”), BANK OF AMERICA, N.A., in its capacity as successor agent (in such capacity, the “Successor Agent”), and the parties other than the Resigning Agent and the Successor Agent identified on the signature pages hereto (the “Pledgors”).

WHEREAS, ARMOR MERGER SUB CORP., a Delaware corporation, ACCURIDE CORPORATION, a Delaware corporation (together with its permitted successors and assigns, the “Borrower”), ARMOR PARENT CORP., a Delaware corporation (“Holdings”), ROYAL BANK OF CANADA, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and each other party thereto have entered into the ABL Credit Agreement dated as of November 18, 2016 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Original Credit Agreement”).

WHEREAS, in connection with the ABL Credit Agreement, the Pledgors executed and delivered that certain Security Agreement, dated as of November 18, 2016, (as amended, restated, amended and restated, replaced, supplemented and/or modified, the “Security Agreement”) pursuant to which the Pledgors entered into that certain Trademark Security Agreement, dated as of November 18, 2016 (the “Trademark Security Agreement”).

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Pledgors pledged and granted to the Resigning Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule 1 attached hereto (excluding any Excluded Property, such as any intent-to-use trademark application in the United States prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding of such intent-to-use trademark application or any registration issuing therefrom under applicable Law) (collectively, the “Trademark Collateral”).

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 28, 2016 at Reel/Frame 5927/0826.

WHEREAS, in connection with the resignation of the Resigning Agent and the appointment of Successor Agent, pursuant to Section 9.09 of that certain amended and restated ABL Credit Agreement, dated as of June 1, 2018 (the “Amended and Restated ABL Credit Agreement”), among the Borrower, the several foreign borrowers party thereto, Holdings, the Successor Agent, the lenders from time to time party thereto, the Resigning Agent desires to evidence the assignment of the security interest granted to the Resigning Agent in the Trademark Collateral to the Successor Agent for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth, or incorporated, in the Security Agreement.

2. Assignment. The Resigning Agent hereby irrevocably transfers, assigns, grants, and conveys to the Successor Agent all of the Resigning Agent's right, title and interest in and to the Trademark Collateral in the Intellectual Property Security Agreement and all rights and privileges of Resigning Agent thereunder, including, without limitation, the security interest granted to the Resigning Agent in the Trademark Collateral, including the Trademarks identified on Schedule 1 hereto.

3. Representations and Warranties of Resigning Agent. This Agreement is an absolute assignment, and is made without recourse, representation, or warranty, express or implied, except that the Resigning Agent represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

4. Cooperation. The Resigning Agent shall deliver to the Successor Agent, on or promptly following the date hereof, the originals of this Agreement, and the Pledgors and the Resigning Agent hereby authorize the Successor Agent to record this Agreement with the United States Patent and Trademark Office in order to amend the name of the secured party to the Successor Agent.

5. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

7. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Trademark Security Interest Assignment Agreement effective as of the date first above written.

ROYAL BANK OF CANADA, as the Resigning Agent

By: _____

Name:

Susan Khokher

Title:

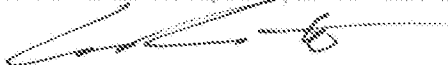
Manager, Agency

[Signature Page to ABL Trademark Security Assignment]

TRADEMARK

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BANK OF AMERICA, N.A., as the Successor Agent

By: 

Name: Andrew Finemore

Title: Assistant Vice President

[Signature Page to ABL Trademark Security Assignment]

TRADEMARK
REEL: 006462 FRAME: 0939

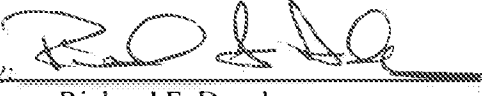
ACCURIDE CORPORATION, as Grantor

By: 

Name: Richard F. Dauch

Title: Chief Executive Officer

GUNITE CORPORATION, as Grantor

By: 

Name: Richard F. Dauch

Title: Chief Executive Officer

[Signature Page to ABL Trademark Security Assignment]

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Schedule 1

Registered Owner/ Grantor	Title/Mark	Date Filed	Serial No.	Registration No.	Grant Date
Accuride Corporation	Accu-Flange	4/29/2014	86265817	4773989	7/14/2015
Accuride Corporation	Accu-lite	3/26/2007	76674662	3583730	3/3/2009
Accuride Corporation	Accu-ride	9/23/1959	72081893	698057	5/24/1960
Accuride Corporation	Accu-ride	3/9/1970	72353471	912540	6/8/1971
Accuride Corporation	Accu-Shield	7/14/2003	76532081	2900510	11/2/2004
Accuride Corporation	Commander	12/31/1959	72088311	702487	8/9/1960
Accuride Corporation	Duplex	3/20/1963	72165047	759558	11/5/1963
Accuride Corporation	Eversteel	6/26/2015	86676339	5032960	8/30/2016
Accuride Corporation	FLEETCHOICE	6/4/2015	86651453		
Accuride Corporation	Radial Commander	6/29/1972	72428663	988254	7/16/1974
Accuride Corporation	Statesman	11/21/2007	76684270	3680117	9/8/2009
Accuride Corporation	Wheel-Guard	2/3/1983	73412183	1300461	10/16/1984
Gunite Corporation	3600A	5/4/2007	77173089	3368528	1/15/2008
Gunite Corporation	3721A	5/4/2007	77173095	3368529	1/15/2008
Gunite Corporation	3800	5/4/2007	77173122	3368533	1/15/2008
Gunite Corporation	Design only (Bow Tie) 	11/17/1947	71541415	512186	7/12/1949
Gunite Corporation	Design only (Bow Tie)	12/29/1948	71571270	523587	4/4/1950
Gunite Corporation	Design only (Bow Tie w/Bar) 	7/21/1989	73813996	1615600	10/2/1990
Gunite Corporation	Design only (Bow Tie w/S) 	11/17/1947	71541414	512185	7/12/1949

Registered Owner/ Grantor	Title/Mark	Date Filed	Serial No.	Registration No.	Grant Date
Gunite Corporation	Ductilite	3/1/2001	76218010	2743387	7/29/2003
Gunite Corporation	Gold	6/26/2007	77215767	3851988	9/28/2010
Gunite Corporation	Gunite	10/8/1954	71674512	610564	8/16/1955
Gunite Corporation	Gunite	10/13/1998	75568503	2311175	1/25/2000
Gunite Corporation	Gunite (in design) 	12/19/1991	74232184	1715491	9/15/1992
Gunite Corporation	Tru-Pilot	3/1/2001	76218009	2672977	1/7/2003
Gunite Corporation	Tru-Set	10/2/2003	78308442	3482012	8/5/2008
Gunite Corporation	Tru-Seal	1/24/2005	78552733	3395817	3/11/2008
Gunite Corporation	Ultra Max	8/20/1997	75343938	2362666	6/27/2000