

TRADI

07-20-1999



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7/19/99

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To the Honorable Commissioner of Patents and Trade

al documents or copy thereof.

1. Name of conveying party(ies):

**BHF-Bank Aktiengesellschaft (as collateral agent for
creditors of borrower Ampco Metal Incorporated)**

- Individual(s)
- General Partnership
- Corporation-State
- Other German Joint Stock Corp.
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Credit Agreement
- Merger
- Change of Name

Execution Date: April 23, 1999

101094823

2. Name and address of receiving party(ies):

Name: BHF (USA) Capital Corp.

Internal Address: _____

Street Address: 590 Madison Avenue

City: New York State: NY ZIP: 10022

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached
schedule

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ronald E. Brown

Internal Address: Kane, Dalsimer, Sullivan, Kurucz, Levy,

Eisele and Richard, LLP

Street Address: 711 Third Avenue

20th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:.....

22

7. Total fee (37 CFR 3.41):.....\$ \$565.00

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

11-0215, Order No. 4229-G-7

07/19/1999 DNGUYEN 00000311 1433577

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 525.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ronald E. Brown

Name of Person Signing

Signature

July 15, 1997

Date

SCHEDULE

Reg. No.

1,433,577

518,672

518,671

514,819

501,743

426,942

423,957

419,045

410,301

117,240

411,815

617,678

443,777

766,997

510,185

507,761

415,617

837,944

1,857,559

6,891 (WI)

6,890 (WI)

6,889 (WI)

**AMENDMENT NO. 3 TO
CREDIT AGREEMENT**

among

AMPCO METAL INCORPORATED
a Wisconsin corporation

**THE LENDERS FROM TIME
TO TIME PARTIES HERETO**

and

BHF-BANK AKTIENGESELLSCHAFT,
as Lender, Administrative Agent, Letter of Credit Issuer, Collateral Agent and Arranger,

and

BHF (USA) CAPITAL CORPORATION

As of April 23, 1999

AMENDMENT NO. 3 TO CREDIT AGREEMENT

This Amendment No. 3 to Credit Agreement (as defined below) (this "Amendment") dated as of April 23, 1999 is made by and among Ampco Metal Incorporated, a Wisconsin corporation (the "Borrower") and the lenders from time to time party hereto (each a "Lender," and together with BHF (acting in its capacity of a Lender) collectively, the "Lenders"), BHF-BANK Aktiengesellschaft, as a Lender, as Administrative Agent, as Letter of Credit Issuer, as Collateral Agent and as Arranger ("BHF"), Magnacast, Inc., an Illinois corporation, Ampco Worldwide Corporation, a Wisconsin corporation, Ampco Metal S.A., a Swiss corporation and Ampco S.A., a Swiss corporation as guarantors (the "Guarantors") and BHF (USA) Capital Corporation ("BHFCC").

WHEREAS, the Borrower, the Lenders from time to time party thereto and BHF entered into that certain CREDIT AGREEMENT dated as of April 20, 1998 (as amended to date, the "Credit Agreement") and the other Credit Documents (as defined in the Credit Agreement), pursuant to which BHF and the other Lenders made available to the Borrower loans in the aggregate principal amount of \$34,000,000;

WHEREAS, in connection with the assignment by BHF of its rights, powers, duties and obligations under the Credit Agreement and the other Credit Documents to BHFCC and in order to effectuate certain related amendments to the Credit Agreement and other Credit Documents related thereto, the parties hereto have agreed to amend the Credit Agreement and related Credit Documents as provided for herein.

WHEREAS, capitalized terms used but not defined herein shall have the meaning specified in the Credit Agreement, as amended to date.

NOW THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. AMENDMENTS

1. Section 2.01 of the Credit Agreement shall be amended by adding a new subsection (c) as follows:

(c) On or about June 18, 1999, BHF shall cease acting as Letter of Credit Issuer. Subject to and upon the terms and conditions set forth herein, at the request of the Borrower or on behalf of the Borrower, the Administrative Agent agrees to arrange for Letters of Credit from a Letter of Credit Issuer for the account of Borrower containing terms and conditions acceptable to the Administrative Agent and the Lenders (if any) and such Letter of Credit Issuer. Any payments made by the Administrative Agent or any Lender to any such Letter of Credit Issuer and/or related parties in connection with the Letters of Credit shall *ipso facto* constitute additional Revolving Loans to the Borrower. In order to assist the Borrower in opening Letters of Credit with the Letter of Credit Issuer, the Borrower has requested the Lenders to guaranty payment and performance of such Letters of Credit and any drafts thereunder through the issuance of a Letter of Credit Guaranty, thereby lending the Lenders' credit to that of the Borrower, and the Lenders hereby agree to do so. These arrangements shall be coordinated by the Administrative Agent subject to the terms and conditions set forth below. The Borrower will be account party for each application for a Letter of Credit, which shall be in form and substance reasonably satisfactory to the Letter of Credit Issuer and the Administrative Agent, and for such other certificates, agreements, documents and other papers and information as the Letter of Credit Issuer or the Administrative Agent may reasonably request, provided, however, that no security shall be pledged by the Borrower in favor of such Letter of Credit Issuer. In the event of any conflict between the terms of the foregoing application and other documents, on the one hand, and this Agreement, on the other hand, for purposes of this Agreement, the terms of this Agreement shall control. The Administrative Agent shall have the right, without notice to the Borrower, to incur a Borrowing on behalf of the Borrower as a Revolving Loan in the amount of any and all indebtedness, liabilities and obligations of any kind incurred by the Lenders, or any of them, under the Letter of Credit Guaranty or incurred by the Letter of Credit Issuer with respect to the Letter of Credit (and payable by the Lenders, or any of them, to such Letter of Credit Issuer under a Letter of Credit Guaranty), all upon the payment by any Lender under the Letter of Credit Guaranty. Any amount so borrowed shall be deemed a Revolving Loan hereunder made by Lenders to the Borrower subject to the terms and conditions hereof, including, without limitation, Section 1.04 hereof. Each of the Lenders and the Borrower agrees that the Administrative Agent shall have the right to make such Revolving Loan(s) regardless of whether any Event of Default shall have occurred or be continuing or whether any of the conditions precedent in Section 5.02 shall be satisfied. Upon any payments made to the Letter of Credit Issuer under the Letter of Credit Guaranty, each of the Lenders shall, without prejudice to its rights under this Agreement (including that such unreimbursed

amounts shall constitute Revolving Loans hereunder) acquire by subrogation any rights, remedies, duties or obligations granted or undertaken by the Borrower in favor of the Letter of Credit Issuer in any application for Letters of Credit or any standing agreement relating to Letters of Credit or otherwise, all of which shall be deemed to be granted to the Lenders and apply in all respects to the Lenders and shall be in addition to any rights, remedies, duties or obligations contained herein. In the event that any fees reasonably incurred in connection with the issuance of such Letters of Credit should exceed the aggregate of the regular Letter of Credit Fees and Facing Fees set forth in Section 3 hereof, such excess fees shall be paid by the Administrative Agent.

2. In **Section 10** of the Credit Agreement the definition of "Base Rate" shall be deleted in its entirety and restated to read as follows:

"Base Rate" at any time shall mean the higher of (i) the rate which is 1% in excess of the Federal Funds Effective Rate and (ii) the rate per annum listed in the "Money Rates" section of the Wall Street Journal as the "prime rate" (if the Wall Street Journal ceases publication of such rate, then the Base Rate shall mean such rate selected by the Administrative Agent in its reasonable judgment as most nearly approximates the foregoing), the Base Rate to change when and as such "prime rate" as so published or selected. The Base Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. BHFCC may make commercial loans or other loans at rates of interest at, above or below the Base Rate.

3. In **Section 10** of the Credit Agreement shall amended by adding the definition of "BHFCC" as follows:

"BHFCC" shall mean BHF (USA) Capital Corporation.

4. In **Section 10** of the Credit Agreement the definition of "Eurodollar Rate" shall be deleted in its entirety and restated to read as follows:

"Eurodollar Rate" means, with respect to each Interest Period for a Eurodollar Loan, the rate per annum (and, in the case of any determination based on an arithmetic mean, rounded upward, if necessary, to the nearest one-sixteenth of one percent), determined by the Administrative Agent in accordance with its usual procedures, equal at all times during such Interest Period to: (i) the London Interbank Eurodollar market offered rate for Dollar deposits for a time period equal to such Interest Period appearing on the display designated "Page 3750" on the Telerate Service (or such other page as may replace page 3750 on that service or such other service as may be nominated by the British Bankers' Association as the information vendor for the purposes of displaying British Bankers' Association Interest Settlement Rates for Dollar deposits), as of 11:00 a.m. (London time) on the date that is three Business Days prior to the first day of such Interest Period; or (ii) if the foregoing method of determining the Eurodollar Rate

is not available, the arithmetic mean of the London Interbank Eurodollar Market offered rates for Dollar deposits for a time period equal to such Interest Period appearing on the display designated as page "LIBO" on the Reuters Monitor Money Rates Service (or such other page as may replace the LIBO page on that service for the purpose of deposits), as of 11:00 a.m. (London time) on the date that is three Business Days prior to the first day of such Interest Period; or (iii) if neither of the foregoing methods for determining the Eurodollar Rate is available, a rate for such Interest Period, reasonably determined by the Administrative Agent as the rate then being paid by prime banks in London Interbank Eurodollar Market, as of approximately 11:00 a.m. (London time) on the date that is three Business Days prior to the first day of such Interest Period for Dollar deposits having a maturity comparable to such Interest Period and in an amount comparable to the amount of the Loan subject to such Interest Period; or (iv) if no such rate is then ascertainable, a rate reasonably determined by the Administrative Agent. The Administrative Agent's reasonable determination of the Eurodollar Rate to approximately such rate in accordance with the provisions of this definition shall be conclusive and binding upon the Borrower whether or not such deposits are actually acquired by the Administrative Agent or the Lenders.

5. Section 10 of the Credit Agreement shall be further amended by adding the definition of "Letter of Credit Guaranty" as follows:

"Letter of Credit Guaranty" shall mean one or more guarantees by the Lenders, or any of them, in favor of the Letter of Credit Issuer guaranteeing the Borrower's obligations to the Administrative Agent and the Lenders in respect of such Letter of Credit.

6. In Section 10 of the Credit Agreement the definition of "Letter of Credit Issuer" shall be deleted in its entirety and restated to read as follows:

"Letter of Credit Issuer" shall mean a Lender or such other domestic commercial bank of recognized standing having capital and surplus in excess of \$500,000,000 selected by the Borrower and acceptable to the Administrative Agent, in any case, which has agreed to act as Letter of Credit Issuer hereunder.

II. AGREEMENT

I. The Borrower, the Lenders and the Guarantors hereby acknowledge and agree as of the Effective Date (as defined below) as follows:

A. The Borrower, the Lenders and the Guarantors hereby consent to the assignment by BHF to BHFCC of all of BHF's rights, powers, duties and obligations heretofore vested in BHF under the Credit Agreement and the related Credit Documents. The Borrower, the Lenders and the Guarantors hereby discharge and release BHF from all such duties and obligations. BHF, the Borrower, the Lenders, the Guarantors and BHFCC acknowledge and agree that BHF shall have no further rights, powers, duties or

obligations in respect of the Credit Agreement and the related Credit Documents, but rather that all of such rights, powers, duties and obligations will be vested in BHFCC.

B. As of the Effective Date all references in the Credit Agreement and the related Credit Documents to "BHF-BANK Aktiengesellschaft" or "BHF" or words of like effect shall be references to "BHFCC" or "BHF (USA) Capital Corporation".

C. In connection with Section 12.03 of the Credit Agreement, all notices to BHFCC shall be sent to the address and numbers specified in Appendix I attached hereto. Payments to BHFCC shall be sent to the account specified in Appendix II attached hereto.

2. Each of the Borrower and the Guarantors hereby agrees that, from and after the Effective Date (as defined below), upon the reasonable request of BHFCC, it shall execute, acknowledge and deliver such further instruments of conveyance and assurance and do such other things as may be required for more fully and certainly vesting and confirming in BHFCC all of the rights, powers, duties and obligations of BHF under the Credit Agreement and the related Credit Documents. Without limiting the generality of the foregoing, the Borrower and the Guarantors will execute and deliver to BHF and BHFCC any amendments to or assignments of the Notes, Security Documents, Additional Security Documents, Patent and Trademark Security Agreements, UCC financing statements, insurance certificates and Warrants that BHFCC deems reasonably necessary to effectuate the foregoing.

III. REPRESENTATIONS AND WARRANTIES

The Borrower and the Guarantors hereby represent and warrant as follows:

1. The execution, delivery and performance by the Borrower and the Guarantors of this Amendment (a) are within such party's corporate power; (b) have been duly authorized by all corporate and shareholder or other necessary action; (c) are not in contravention of any provision of such party's certificate of incorporation or bylaws or other documents of organization; (d) do not violate any law or regulation, or any order or decree of any Governmental Agency; and (e) do not conflict with or result in the breach or termination of, constitute a default under or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which such party is a party or by which such party or any of its respective property is bound; and

2. This Amendment has been duly executed and delivered by the Borrower and the Guarantors and constitutes the legal, valid and binding obligation of such parties, enforceable against each such party in accordance with its terms except as the enforceability hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies in general.

obligations in respect of the Credit Agreement and the related Credit Documents, but rather that all of such rights, powers, duties and obligations will be vested in BHFCC.

B. As of the Effective Date all references in the Credit Agreement and the related Credit Documents to "BHF-BANK Aktiengesellschaft" or "BHF" or words of like effect shall be references to "BHFCC" or "BHF (USA) Capital Corporation".

C. In connection with Section 12.03 of the Credit Agreement, all notices to BHFCC shall be sent to the address and numbers specified in Appendix I attached hereto. Payments to BHFCC shall be sent to the account specified in Appendix II attached hereto.

2. Each of the Borrower and the Guarantors hereby agrees that, from and after the Effective Date (as defined below), upon the reasonable request of BHFCC, it shall execute, acknowledge and deliver such further instruments of conveyance and assurance and do such other things as may be required for more fully and certainly vesting and confirming in BHFCC all of the rights, powers, duties and obligations of BHF under the Credit Agreement and the related Credit Documents. Without limiting the generality of the foregoing, the Borrower and the Guarantors will execute and deliver to BHF and BHFCC any amendments to or assignments of the Notes, Security Documents, Additional Security Documents, Patent and Trademark Security Agreements, UCC financing statements, insurance certificates and Warrants that BHFCC deems reasonably necessary to effectuate the foregoing.

III. REPRESENTATIONS AND WARRANTIES

The Borrower and the Guarantors hereby represent and warrant as follows:

1. The execution, delivery and performance by the Borrower and the Guarantors of this Amendment (a) are within such party's corporate power; (b) have been duly authorized by all corporate and shareholder or other necessary action; (c) are not in contravention of any provision of such party's certificate of incorporation or bylaws or other documents of organization; (d) do not violate any law or regulation, or any order or decree of any Governmental Agency; and (e) do not conflict with or result in the breach or termination of, constitute a default under or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which such party is a party or by which such party or any of its respective property is bound; and

2. This Amendment has been duly executed and delivered by the Borrower and the Guarantors and constitutes the legal, valid and binding obligation of such parties, enforceable against each such party in accordance with its terms except as the enforceability hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies in general.

IV. GUARANTORS' CONSENT

The undersigned Guarantors, in their respective capacity as Guarantors under the Subsidiary Guaranties (the "Guaranties"), hereby agree and consent to the amendments as set forth herein and hereby ratify and confirm their respective Guaranties in all respects, after giving effect to the amendments set forth herein.

V. PLEDGORS' CONSENT

The undersigned Pledgors, in their respective capacity as Pledgors under the Pledge Agreements (the "Pledges"), hereby agree and consent to the amendments as set forth herein and hereby ratify and confirm their respective Pledges in all respects, after giving effect to the amendments set forth herein.

VI. MISCELLANEOUS

1. This Amendment shall become effective as of 5:00 p.m. Eastern Standard Time on June 18, 1999 unless, on or before such date, BHF has given notice to the Borrower substantially in the form attached hereto as Appendix III, in which case this Amendment shall become effective as specified in the notice (the "Effective Date").

2. Immediately prior to the Effective Date, (a) all Letters of Credit issued by BHF under the Credit Agreement and which are outstanding on the Effective Date, will be transferred internally on the books and records of BHF to the head office of BHF-BANK Aktiengesellschaft or to one of its other branches and (b) BHFCC shall add its confirmation to such Letters of Credit, pursuant to which drawings under such Letters of Credit may be effected at the offices of BHFCC or such head office or such other branch (as the case may be), in the relevant beneficiary's discretion. BHF or BHFCC shall so notify the beneficiaries of such Letters of Credit.

3. BHF and BHFCC hereby agree and affirm that pursuant to an assignment and assumption agreement to be entered into by BHF and BHFCC on or prior to the Effective Date, as of the Effective Date, BHF will assign to BHFCC, and BHFCC will assume from BHF, all of BHF's rights, powers, duties and obligations heretofore vested in BHF under the Credit Agreement and the related Credit Documents.

4. Each of the undersigned other than the Lenders (the "Parties"), acknowledges and confirms to BHFCC and the Lenders that the Credit Agreement and each related Credit Document to which it is a party shall remain in full force and effect and shall continue to evidence, secure or otherwise guarantee and support the obligations owing by the Borrower to the Lenders pursuant thereto, as hereby amended, and the Notes delivered in accordance with the Credit Agreement.

5. Each of the Parties acknowledges and reaffirms that (i) the Liens granted to the Collateral Agent for the benefit of the Lenders under the Security Documents and the Additional Security Documents remain in full force and effect and shall continue to secure the obligations of the Borrower and the Guarantors arising under the Credit

Agreement, as hereby amended, and related Credit Documents, and (ii) the validity, perfection or priority of the Liens will not be impaired by the execution and delivery of this Amendment.

6. All references in the Credit Documents to the Credit Agreement shall, as of the Effective Date, be deemed to refer to the Credit Agreement, as amended by this Amendment, *mutatis mutandis*.

7. This Amendment may be executed in any number of counterparts, including by telecopy, and by the various parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

8. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto, in their respective capacities under the agreements to which they are a party, by their officers duly authorized, have executed this Amendment as of the date first above written.

AMPCO METAL INCORPORATED,
as Borrower and Pledgor

By: 


Name: Robert E. Gross
Title: Vice President - Finance

MAGNACAST, INC.,
as Guarantor and Pledgor

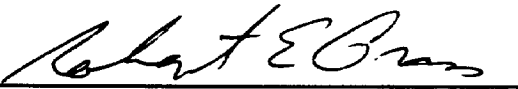
By: 

Name: Robert E. Gross
Title: Vice President - Finance

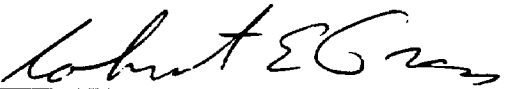
AMPCO WORLDWIDE CORPORATION,
as Guarantor and Pledgor

By: 
Name: Robert M. Darling
Title: President

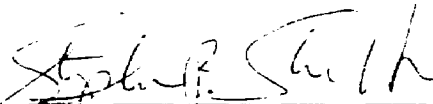
AMPCO METAL S.A.,
as Guarantor and Pledgor

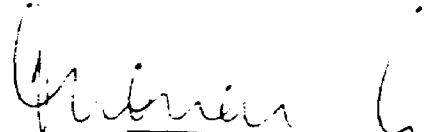
By: 
Name: Robert E. Gross
Title: Vice President

AMPCO S.A.,
as Guarantor

By: 
Name: Robert E. Gross
Title: Vice President

BHF-BANK AKTIENGESELLSCHAFT
Individually and as Administrative Agent,
Letter of Credit Issuer, Collateral Agent and
Arranger

By: 
Name: Stephen B. Shelton
Title: Vice President


By: 
Name:

THOMAS J. [unclear]
VICE PRESIDENT

Title: [unclear]

BHF (USA) CAPITAL CORPORATION

By: 
Name: Burkhard Frankenberger
Title: Managing Director

By: 
Name: Wolfgang Boeker
Title: Treasurer

ADDRESS FOR NOTICES

TO: BHF (USA) CAPITAL CORPORATION

**590 Madison Avenue
New York, New York 10022**

**Telecopier: (212) 756-5536
Attention: Stephen B. Shelton**

**327406.5
02625-00014**

**ACCOUNT INFORMATION FOR
BHF (USA) CAPITAL CORPORATION**

**ACCOUNT INFORMATION FOR
BHF (USA) CAPITAL CORPORATION**

ABA #: 021-000-018

Bank Name: Bank of New York

City: New York, New York

Account Name: BHF (USA) Capital Corporation

Account Number: 890-0388-935

327406.5
02625-00014

FORM OF NOTICE TO BORROWER

To: **AMPCO METAL INCORPORATED**
1745 South 38th Street
P.O. Box 2004
Milwaukee, Wisconsin

Reference is made to the Amendment No. 3 to Credit Agreement dated as of [_____, 1999] (the "Amendment"), by and among BHF-BANK Aktiengesellschaft ("BHF"), BHF (USA) Capital Corporation ("BHFCC"), the lenders from time to time party thereto and AMPCO Metal Incorporated (the "Borrower") in connection with the Credit Agreement, dated as of April 20, 1998, as amended to date (the "Credit Agreement"), among BHF, the Lenders from time to time party thereto and the Borrower.

Notice is hereby given in accordance with the Amendment that effective as of ____:____m. Eastern Standard Time on [_____, 1999] (the "Effective Date"), BHF has assigned to BHFCC of all of its rights, powers, duties and obligations under the Credit Agreement and BHFCC has accepted and assumed such rights, powers, duties and obligations.

BHF-BANK AKTIENGESELLSCHAFT

By: _____
Name:
Title:

By: _____
Name:
Title:

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of April 20, 1998 among each of the undersigned (each, an "Assignor" and, together with any other entity that becomes a party hereto pursuant to Section 10.12 hereof, collectively, the "Assignors") and BHF-BANK AKTIENGESELLSCHAFT, as Collateral Agent (the "Collateral Agent") for the benefit of the Secured Creditors (as defined below). Capitalized terms used herein shall have the meaning specified in Article IX herein or, if not defined therein, as specified in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, Ampco Metal Incorporated (the "Borrower"), the financial institutions from time to time party thereto (the "Lenders"), BHF-Bank Aktiengesellschaft, as Administrative Agent (the "Administrative Agent"), and as Arranger (the "Arranger") and together with the Administrative Agent, the Lenders and the Collateral Agent, the "Lender Creditors"), have entered into a Credit Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Credit Agreement"), providing for the making of Loans and the issuance or creation of, and participation in, Letters of Credit as contemplated therein;

WHEREAS, the Borrower may from time to time be party to one or more Interest Rate Agreements (each such Interest Rate Agreement with an Interest Rate Creditor (as defined below), a "Secured Interest Rate Agreement") with any Lender or Lenders or a syndicate of financial institutions organized by a Lender or an affiliate of a Lender (even if any such Lender ceases to be a Lender under the Credit Agreement for any reason) and any institution that participates therein, and in each case their assigns (collectively, the "Interest Rate Creditors" and together with the Lender Creditors, the "Secured Creditors");

WHEREAS, pursuant to the Guaranties, each Assignor (other than the Borrower) has jointly and severally guaranteed to the Secured Creditors the payment when due of the Guaranteed Obligations (as and to the extent defined in the Guaranties);

WHEREAS, it is a condition precedent to the making of Loans under the Credit Agreement that each Assignor shall have executed and delivered to the Collateral Agent this Agreement;

WHEREAS, each Assignor desires to execute this Security Agreement to satisfy the conditions described in the preceding paragraph;

NOW, THEREFORE, in consideration of the benefits accruing to each Assignor, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby makes the following representations and warranties and hereby covenants and agrees as follows:

ARTICLE I

SECURITY INTERESTS

1.1 Grant of Security Interests. (a) As security for the prompt and complete payment and performance when due of all of the Obligations, each Assignor does hereby sell, assign and transfer unto the Collateral Agent for the benefit of the Secured Creditors, and does hereby grant to the Collateral Agent for the benefit of the Secured Creditors, a continuing security interest (subject only to Permitted Liens) in, all of the right, title and interest of such Assignor in, to and under all of the following, whether now existing or hereafter from time to time acquired: (i) each and every Receivable, (ii) all Contracts, together with all Contract Rights arising thereunder, (iii) all Inventory, (iv) all Equipment, (v) all Marks, together with the registrations and right to all renewals thereof, and the goodwill of the business of such Assignor symbolized by the Marks, (vi) the Cash Collateral Account established for such Assignor and all moneys, securities and instruments deposited or required to be deposited in such Cash Collateral Account, (vii) all Patents and Copyrights and all reissues, renewals or extensions thereof, (viii) all computer programs of such Assignor and all intellectual property rights therein and all other proprietary information of such Assignor, including, but not limited to, Trade Secret Rights, (ix) all insurance policies, to the extent assigned or assignable, (x) all other Goods, General Intangibles, Chattel Paper, Documents and Instruments (other than the Pledged Securities), and (xi) all Proceeds and products of any and all of the foregoing (all of the above collectively, the "Collateral").

(b) The security interest of the Collateral Agent under this Agreement extends to all Collateral of the kind which is the subject of this Agreement which any Assignor may acquire at any time during the continuation of this Agreement.

1.2 Power of Attorney. Each Assignor hereby constitutes and appoints the Collateral Agent its true and lawful attorney, irrevocably, with full power after the occurrence of and during the continuance of an Event of Default (in the name of such Assignor or otherwise) to act, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due or to become due to such Assignor under or arising out of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Collateral Agent may deem to be necessary or advisable in the premises, which appointment as attorney is coupled with an interest.

ARTICLE II

GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Assignor represents, warrants and covenants, which representations, warranties and covenants shall survive execution and delivery of this Agreement, as follows:

2.1 Necessary Filings. All filings, registrations and recordings necessary or appropriate to create, preserve, protect and perfect the security interest granted by such Assignor to the Collateral Agent hereby in respect of all the Collateral have been accomplished or shall have been accomplished within five Business Days of the Initial Borrowing Date (or, in the case of property acquired after the Initial Borrowing Date, within five Business Days after the acquisition thereof) and the security interest granted to the Collateral Agent pursuant to this Agreement in and to all the Collateral constitutes, upon satisfaction of such filings, registrations and recordings, a perfected security interest therein superior and prior to the rights of all other Persons therein (other than any such rights pursuant to Permitted Liens) and subject to no other Liens (other than Permitted Liens) and is entitled to all the rights, priorities and benefits afforded by the Uniform Commercial Code or other relevant law as enacted in any relevant jurisdiction to perfected security interests.

2.2 No Liens. Such Assignor is, and as to Collateral acquired by it from time to time after the date hereof such Assignor will be, the owner of all Collateral free from any Lien, security interest, encumbrance or other right, title or interest of any Person (other than Permitted Liens), and such Assignor shall take all steps to defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein (other than in

connection with this Agreement or Permitted Liens) adverse to the Collateral Agent.

2.3 Other Financing Statements. As of the date hereof, there is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Collateral (other than financing statements filed in respect of Permitted Liens and financing statements for which fully executed termination statements in proper form for filing have been delivered to the Collateral Agent) and so long as the Termination Date has not occurred, such Assignor will not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Collateral, except financing statements filed or to be filed in respect of and covering the security interests granted hereby by such Assignor or as permitted by the Credit Agreement.

2.4 Chief Executive Office: Records. As of the date hereof, the chief executive office of such Assignor is located at the address or addresses indicated on Annex A hereto. Such Assignor will not move its chief executive office except to such new location as such Assignor may establish in accordance with the last sentence of this Section 2.4. The originals of all documents evidencing all Receivables, Contract Rights and Trade Secret Rights of such Assignor and the only original books of account and records of such Assignor relating thereto are, and will continue to be, kept at such chief executive office and/or one or more of the locations shown on Annex A, or at such new locations as such Assignor may establish in accordance with the last sentence of this Section 2.4. All Receivables, Contract Rights and Trade Secret Rights of such Assignor are, and will continue to be, maintained at, and controlled and directed (including, without limitation, for general accounting purposes) from, the office locations described above, or such new locations as such Assignor may establish in accordance with the last sentence of this Section 2.4. Such Assignor shall not establish new locations for such offices until (i) it shall have given to the Collateral Agent not less than 15 Business Days' prior written notice (or such lesser notice as shall be acceptable to the Collateral Agent in the case of a new record location to be established in connection with newly acquired Contracts) of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Collateral Agent may reasonably request, and (ii) with respect to such new location, it shall have taken all action, reasonably satisfactory to the Collateral Agent, to

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maintain the security interest of the Collateral Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

2.5 Location of Inventory and Equipment. All Inventory and Equipment held on the date hereof by each Assignor is located at one of the locations shown on Annex B attached hereto. Each Assignor agrees that all Inventory and Equipment now held or subsequently acquired by it shall be kept at (or shall be in transport to or from) any one of the locations shown on Annex B hereto, such new location as such Assignor may establish in accordance with the last sentence of this Section 2.5 or such other locations to the extent such Assignor (and the Assignors taken as a whole) remains in compliance with this Section 2.5. Each Assignor may establish a new location for Inventory and Equipment if (i) it shall have given to the Collateral Agent not less than 15 Business Days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Collateral Agent may reasonably request, and (ii) with respect to such new location, such Assignor shall have taken all action reasonably satisfactory to the Collateral Agent to maintain the security interest of the Collateral Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

2.6 Trade Names; Change of Name. As of the date hereof, such Assignor does not have or operate in any jurisdiction under, or in the preceding 12 months has not had and has not operated in any jurisdiction under, any trade names, fictitious names or other names (including, without limitation, any names of divisions or operations) except its legal name and such other trade, fictitious or other names as are listed on Annex C hereto. Such Assignor has operated under each name set forth in Annex C only in the jurisdiction or jurisdictions set forth opposite each such name on Annex C. Such Assignor shall not change its legal name or assume or operate in any jurisdiction under any trade, fictitious or other name except those names listed on Annex C hereto in the jurisdictions listed with respect to such names and new names (including, without limitation, any names of divisions or operations) and/or jurisdictions established in accordance with the last sentence of this Section 2.6. Such Assignor shall not assume or operate in any jurisdiction under any new trade, fictitious or other name or operate under any existing name in any additional jurisdiction until (i) it shall have given to the Collateral Agent not less than 15 Business Days' prior written notice of its intention to do so, clearly describing such new name and/or jurisdiction and, in the

case of a new name, the jurisdictions in which such new name shall be used and providing such other information in connection therewith as the Collateral Agent may reasonably request, and (ii) with respect to such new name and/or new jurisdiction, it shall have taken all action necessary, or in the reasonable opinion of the Collateral Agent, desirable to maintain the security interest of the Collateral Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

2.7 Recourse. This Agreement is made with full recourse to such Assignor and pursuant to and upon all the warranties, representations, covenants, and agreements on the part of such Assignor contained herein, in the other Credit Documents, in the Secured Interest Rate Agreements and otherwise in writing in connection herewith or therewith.

ARTICLE III

SPECIAL PROVISIONS CONCERNING RECEIVABLES; CONTRACT RIGHTS; INSTRUMENTS

3.1 Additional Representations and Warranties. As of the time when each of its Receivables arises, each Assignor shall be deemed to have represented and warranted that such Receivable, and all material records, papers and documents relating thereto (if any) are genuine and in all material respects what they purport to be, and that all papers and documents (if any) relating thereto (i) will be the only original writings evidencing and embodying such obligation of the account debtor named therein (other than copies created for general accounting purposes) and (ii) will, to the knowledge of such Assignor, evidence true and valid obligations of the account debtor named therein.

3.2 Maintenance of Records. Each Assignor will keep and maintain at its own cost and expense satisfactory and complete records of its Receivables and Contracts, and such Assignor will make the same available to the Collateral Agent for inspection, at such Assignor's own cost and expense, at any and all reasonable times upon reasonable prior notice to such Assignor and without unreasonable disruption of such Assignor's business. If requested by the Collateral Agent while an Event of Default is in existence, such Assignor shall, at its own cost and expense, deliver all tangible evidence of its Receivables and Contract Rights (including, without limitation, copies of all documents evidencing the Receivables and all Contracts) and such books

and records to the Collateral Agent or to its representatives (copies of which evidence and books and records may be retained by such Assignor). If the Collateral Agent so directs, such Assignor shall legend, in form and manner reasonably satisfactory to the Collateral Agent, the Receivables and Contracts, as well as books, records and documents of such Assignor evidencing or pertaining to such Receivables with an appropriate reference to the fact that such Receivables and Contracts have been assigned to the Collateral Agent and that the Collateral Agent has a security interest therein.

3.3 Modification of Terms; etc. No Assignor shall rescind or cancel any indebtedness evidenced by any Receivable or under any Contract, or modify any term thereof or make any adjustment with respect thereto, or extend or renew the same, or compromise or settle any material dispute, claim, suit or legal proceeding relating thereto, or sell any Receivable or Contract, or interest therein, without the prior written consent of the Collateral Agent, except (i) as permitted by Section 3.4 hereof and (ii) in accordance with such Assignor's reasonable business practices. Each Assignor will duly fulfill all material obligations on its part to be fulfilled under or in connection with all Receivables and Contracts and will do nothing to impair the rights of the Collateral Agent in the Receivables or Contracts.

3.4 Collection. Each Assignor shall endeavor in accordance with reasonable business practices to cause to be collected from the account debtor named in each of its Receivables or obligor under any Contract, as and when due (including, without limitation, amounts which are delinquent, such amounts to be collected in accordance with generally accepted lawful collection procedures) any and all amounts owing under or on account of such Receivable or Contract, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Receivable or under such Contract, except that, so long as no Event of Default is then in existence in respect of which the Collateral Agent has given notice that this exception is no longer applicable, any Assignor may allow in the ordinary course of business as adjustments to amounts owing under its Receivables and Contracts (i) an extension or renewal of the time or times of payment, or settlement for less than the total unpaid balance, which such Assignor finds appropriate in accordance with sound business judgment and (ii) a refund or credit due as a result of returned or damaged merchandise or improperly performed services. The reasonable costs and expenses (including, without limitation, attorneys' fees) of collection, whether incurred

by any Assignor or the Collateral Agent, shall be borne by such Assignor.

3.5 Direction to Account Debtors; etc. Upon the occurrence and during the continuance of an Event of Default, and if the Collateral Agent so directs any Assignor, to the extent permitted by applicable law, such Assignor agrees (x) to cause all payments on account of the Receivables, Contracts and the other Collateral to be made directly to the Cash Collateral Account, (y) that the Collateral Agent may, at its option, directly notify the obligors with respect to any Receivables and/or under any Contracts to make payments with respect thereto as provided in preceding clause (x) and (z) that the Collateral Agent may enforce collection of any Receivables or Contracts and may adjust, settle or compromise the amount of payment thereof, in the same manner and to the same extent as such Assignor. The Collateral Agent may apply any or all amounts then in, or thereafter deposited in, the Cash Collateral Account in the manner provided in Section 7.4 of this Agreement. The reasonable costs and expenses (including reasonable attorneys' fees) of collection, whether incurred by any Assignor or the Collateral Agent, shall be borne by such Assignor. The Collateral Agent shall deliver a copy of each notice referred to in the preceding clause (y) to the relevant Assignor; provided that, the failure of the Collateral Agent so to notify such Assignor shall not affect the effectiveness of such notice or the other rights of the Collateral Agent created by this Section 3.5.

3.6 Instruments. If any Assignor owns or acquires any Instrument (and not otherwise required to be pledged pursuant to the Pledge Agreement), such Assignor will within 10 Business Days notify the Collateral Agent thereof, and upon request by the Collateral Agent promptly deliver such Instrument (other than checks payable to any Assignor and processed in the ordinary course of business) to the Collateral Agent appropriately endorsed to the order of the Collateral Agent as further security hereunder.

3.7 Further Actions. Each Assignor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Collateral Agent from time to time such vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps relating to its Receivables, Contracts, Instruments and other property or rights covered by the security interest hereby granted, as the Collateral Agent may reasonably require to give effect to the purposes of this Agreement.

ARTICLE IV

SPECIAL PROVISIONS CONCERNING TRADEMARKS

4.1 Additional Representations and Warranties. Each Assignor represents and warrants that it is the true and lawful owner of the United States Patent and Trademark Office registrations, and applications for registrations, of the Marks listed in Annex D attached hereto and that Annex D lists all the United States Patent and Trademark Office, or the equivalent office thereof in any foreign country, registrations and applications for registrations, of the Marks that such Assignor now owns or uses in connection with its business. Each Assignor represents and warrants that it owns, is licensed to use or otherwise has the right to use all material Marks that it uses. Each Assignor further warrants that it is aware of no third-party claim that any aspect of such Assignor's present or contemplated business operations infringes or will infringe any material Mark. Each Assignor represents and warrants that it is the true and lawful owner of or otherwise has the right to use all U.S. trademark registrations and applications listed in Annex D hereto and that said registrations are valid, subsisting, have not been cancelled and that such Assignor is not aware of any third-party claim that any of said registrations or applications for registration with respect to a Mark is invalid or unenforceable or is not aware that there is any reason that any of said registrations or applications for registration with respect to a Mark is invalid or unenforceable. Each Assignor hereby grants to the Collateral Agent an absolute power of attorney to sign, upon the occurrence and during the continuance of an Event of Default, any document which may be required by the United States Patent and Trademark Office in order to effect an absolute assignment of all right, title and interest in each Mark owned by an Assignor, and record the same.

4.2 Licenses and Assignments. Subject to the provisions of Sections 4.4 and 4.5, each Assignor hereby agrees not to divest itself of any right under a material Mark other than in the ordinary course of business absent prior written approval of the Collateral Agent.

4.3 Infringements. Each Assignor agrees, promptly upon learning thereof, to notify the Collateral Agent in writing of the name and address of, and to furnish such pertinent information that may be available with respect to, any party who may be infringing or otherwise violating in any material respect any of such Assignor's rights in and to any Mark or with respect to any party claiming that such Assignor's use

of any Mark violates in any material respect any property right of that party. To the extent, consistent with its past practice or as reasonably required by the Collateral Agent and, in any event, in accordance with reasonable business practices, each Assignor further agrees to prosecute any Person infringing any material Mark owned by such Assignor.

4.4 Preservation of Marks. Each Assignor agrees to use or license the use of its Marks in interstate commerce during the time in which this Agreement is in effect, sufficiently to preserve such Marks as trademarks or service marks registered under the laws of the United States or the relevant foreign jurisdiction; provided, that no Assignor shall be obligated to preserve any Mark in the event such Assignor determines, in its reasonable business judgment, that the preservation of such Mark is no longer necessary in the conduct of its business.

4.5 Maintenance of Registration. Each Assignor shall, at its own expense, diligently process all documents required to maintain trademark registrations, including but not limited to affidavits of use and applications for renewals of registration in the United States Patent and Trademark Office or equivalent governmental agency in any foreign jurisdiction for all of its Marks (excluding unregistered Marks), and shall pay all fees and disbursements in connection therewith, and shall not abandon any such filing of affidavit of use or any such application of renewal prior to the exhaustion of all administrative and judicial remedies without prior written consent of the Collateral Agent; provided, that no Assignor shall be obligated to maintain any Mark or prosecute any such application for registration in the event that such Assignor determines, in its reasonable business judgment, that such application is no longer necessary in the conduct of its business.

4.6 Future Registered Marks. If any Mark registration issues hereafter to any Assignor as a result of any application now or hereafter pending before the United States Patent and Trademark Office or equivalent governmental agency in any foreign jurisdiction, within thirty (30) days of receipt of such certificate such Assignor shall deliver a copy of such certificate, and a grant of security in such mark to the Collateral Agent, confirming the grant thereof hereunder, the form of such confirmatory grant to be reasonably satisfactory to the Collateral Agent.

4.7 Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent may, by written notice

to the relevant Assignor, take any or all of the following actions (i) declare the entire right, title and interest of such Assignor in and to each of the Marks, together with all trademark rights and rights of protection to the same, vested, in which event such rights, title and interest shall immediately vest, in the Collateral Agent for the benefit of the Secured Creditors pursuant to a trademark security agreement in form and substance satisfactory to the Collateral Agent, executed by such Assignor and filed on the date hereof, pursuant to which all of such Assignor's rights, title and interest in and to the Marks are assigned to the Collateral Agent for the benefit of the Secured Creditors; (ii) take and use or sell the Marks and the goodwill of such Assignor's business symbolized by the Marks and the right to carry on the business and use the assets of such Assignor in connection with which the Marks have been used; and (iii) direct such Assignor to refrain, in which event such Assignor shall refrain, from using the Marks in any manner whatsoever, directly or indirectly, and, if requested by the Collateral Agent, change such Assignor's corporate name to eliminate therefrom any use of any Mark and execute such other and further documents that the Collateral Agent may request to further confirm this and to transfer ownership of the Marks and registrations and any pending trademark application in the United States Patent and Trademark Office or any equivalent governmental agency or office in any foreign jurisdiction to the Collateral Agent.

ARTICLE V

SPECIAL PROVISIONS CONCERNING TRADE SECRET RIGHTS, PATENTS AND COPYRIGHTS

5.1 Additional Representations and Warranties. Each Assignor represents and warrants that (in the case of clause (i), to its knowledge) it is the true and lawful owner or licensee of all rights in (i) all Trade Secret Rights, (ii) the Patents of such Assignor listed in Annex E attached hereto and that said Patents constitute all the patents and applications for patents that such Assignor now owns and (iii) the Copyrights of such Assignor listed in Annex F attached hereto and that said Copyrights constitute all the registered copyrights and applications for copyright registrations that such Assignor now owns. Each Assignor further represents and warrants that it is not aware of any third-party claim that any aspect of such Assignor's present or contemplated business operations infringes or will infringe any material patent or any material copyright or

that such Assignor has misappropriated any material Trade Secret Rights.

5.2 Licenses and Assignments. Subject to the provisions of Sections 5.4 and 5.5, each Assignor hereby agrees not to divest itself of any right under a material Patent or Copyright other than in the ordinary course of business unless it shall have received the prior written approval of the Collateral Agent.

5.3 Infringements. Each Assignor agrees, promptly upon learning thereof, to furnish the Collateral Agent in writing with all pertinent information available to such Assignor with respect to any infringement or other violation of such Assignor's rights in any Patent or Copyright, or with respect to any claim that the practice of any Patent or the use of any Copyright violates in any material respect any property right of a third party or with respect to any misappropriation of any Trade Secret Right or any claim that the practice of any Trade Secret Right violates any property right of a third party. To the extent consistent with its past practice and in accordance with reasonable business practices, each Assignor further agrees, to prosecute any Person infringing any material Patent or material Copyright owned by such Assignor or any Person misappropriating any material Trade Secret Right.

5.4 Maintenance of Patents or Copyrights. At its own expense, each Assignor shall make timely payment of all post-issuance fees required to maintain in force rights under each of its Patents and registered Copyrights; provided, that no Assignor shall be obligated to maintain any Patent in the event such Assignor determines, in its reasonable business judgment, that the maintenance of such Patent is no longer necessary in the conduct of its business.

5.5 Prosecution of Patent or Copyright Application. At its own expense, each Assignor shall diligently prosecute all applications for (i) Patents of such Assignor listed on Annex E hereto and (ii) Copyrights listed on Annex F hereto, and, in each case, shall not abandon any such application prior to exhaustion of all administrative and judicial remedies, absent written consent of the Collateral Agent, provided that no Assignor shall be obligated to maintain any Patent or Copyright in the event such Assignor determines it is no longer necessary in the conduct of its business.

5.6 Other Patents and Copyrights. Within thirty (30) days after the acquisition or issuance of a Patent or Copyright registration, or of filing of an application for a

Patent or Copyright registration, the relevant Assignor shall deliver to the Collateral Agent a copy of said Patent or Copyright registration, as the case may be, with a grant of security as to such Patent or Copyright, as the case may be, confirming the grant thereof hereunder, the form of such confirmatory grant to be reasonably satisfactory to the Collateral Agent; provided, that no Assignor shall be obligated to prosecute any application in the event such Assignor determines, in its reasonable business judgment, that such application is no longer necessary in the conduct of its business.

5.7 Trade Secret Rights. The Collateral Agent and each Assignor acknowledge that each Assignor will deliver to Collateral Agent a full and complete description of the Trade Secret Rights adequate to allow one of ordinary skill in the art to use and practice the Trade Secret Rights. The Collateral Agent acknowledges that the Trade Secret Rights are not known to the Collateral Agent. The Collateral Agent acknowledges that during such time as no Events of Default shall exist that the Collateral Agent will not use or practice the Trade Secret Rights as held by the Collateral Agent and will otherwise take all reasonable steps to keep the Trade Secret Rights confidential. The Collateral Agent and the Assignors agree that upon the occurrence of an Event of Default the Collateral Agent may, on notice to the Borrower, use and practice the Trade Secret Rights, which shall thereafter be freely alienable by the Collateral Agent. Each Assignor further agrees that, upon such notice, each Assignor will provide upon request, without further compensation, any information, documents or other assistance that in the opinion of the Collateral Agent (or any subsequent transferee of the Trade Secret Rights) may be necessary or desirable to secure the Collateral Agent (or any subsequent transferee of Trade Secret Rights) the full enjoyment of the Trade Secret Rights (including the execution of any documents required for the filing of patent applications based on the Trade Secret Rights) herein conveyed or intended to be conveyed.

5.8 Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent may, by written notice to the relevant Assignor, take any or all of the following actions: (i) declare the entire right, title and interest of such Assignor in each of the Patents and Copyrights vested, in which event such right, title and interest shall immediately vest in the Collateral Agent for the benefit of the Secured Creditors, pursuant to a patent security agreement or copyright security agreement, as the case may be, in form and substance satisfactory to the Collateral Agent, executed by such Assignor and filed on the date

hereof, pursuant to which all of such Assignor's right, title, and interest to such Patents and Copyrights are assigned to the Collateral Agent for the benefit of the Secured Creditors; (ii) take and practice, use or sell the Patents and Copyrights; (iii) direct such Assignor to refrain, in which event such Assignor shall refrain, from practicing the Patents and using the Copyrights directly or indirectly, and such Assignor shall execute such other and further documents as the Collateral Agent may request further to confirm this and to transfer ownership of the Patents and Copyrights to the Collateral Agent for the benefit of the Secured Creditors.

ARTICLE VI

PROVISIONS CONCERNING ALL COLLATERAL

6.1 Protection of Collateral Agent's Security. Each Assignor will at all times keep its Inventory and Equipment insured in favor of the Collateral Agent, at its own expense, to the extent required by the Credit Agreement; copies of all policies or certificates with respect to such insurance (i) shall be endorsed to the Collateral Agent's reasonable satisfaction for the benefit of the Collateral Agent (including, without limitation, by naming the Collateral Agent as additional insured or loss payee, as applicable), (ii) shall state that such insurance policies shall not be cancelled or materially revised without at least 30 days' (or at least 10 days' in the case of nonpayment of premium) prior written notice thereof by the insurer to the Collateral Agent and (iii) shall be deposited with the Collateral Agent. If any Assignor shall fail to insure such Inventory or Equipment to the extent required by the Credit Agreement, or if any Assignor shall fail so to endorse and deposit copies of all policies or certificates with respect thereto, the Collateral Agent shall have the right (but shall be under no obligation), upon prior written notice to such Assignor, to procure such insurance and such Assignor agrees to reimburse the Collateral Agent for all reasonable costs and expenses of procuring such insurance. Except as otherwise provided in the Credit Agreement, the Collateral Agent shall apply any proceeds of such insurance required after an Event of Default in accordance with Section 7.4 hereof. Each Assignor assumes all liability and responsibility in connection with the Collateral acquired by it and the liability of such Assignor to pay its Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to such Assignor.

6.2 Further Actions. Each Assignor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Collateral Agent from time to time such lists, descriptions and designations of its Collateral, warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps relating to the Collateral and other property or rights covered by the security interest hereby granted, which the Collateral Agent deems reasonably appropriate or advisable to perfect, preserve or protect its security interest in the Collateral. The Collateral Agent shall treat any Collateral in its possession with the same degree of care as it gives to similar property owned by it.

6.3 Financing Statements. Each Assignor agrees to execute and deliver to the Collateral Agent such financing statements, in form acceptable to the Collateral Agent, as the Collateral Agent may from time to time reasonably request or as are reasonably necessary or desirable in the reasonable opinion of the Collateral Agent to establish and maintain a valid, enforceable, first priority perfected security interest in the Collateral (subject to the Permitted Liens) as provided herein and the other rights and security contemplated hereby all in accordance with the Uniform Commercial Code as enacted in any and all relevant jurisdictions or any other relevant law. Each Assignor will pay any applicable filing fees, recordation taxes and related expenses. Each Assignor hereby authorizes the Collateral Agent to file any such financing statements without the signature of such Assignor where permitted by law.

ARTICLE VII

REMEDIES UPON OCCURRENCE OF EVENT OF DEFAULT

7.1 Remedies: Obtaining the Collateral Upon Default. Each Assignor agrees that, if a Noticed Event of Default shall have occurred and be continuing, then and in every such case, subject to any mandatory requirements of applicable law then in effect, the Collateral Agent, in addition to any rights now or hereafter existing under applicable law, shall have all rights as a secured creditor under the Uniform Commercial Code in all relevant jurisdictions and may:

(i) personally, or by agents or attorneys, immediately take possession of the Collateral or any part thereof, from such Assignor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon such Assignor's premises where any of the Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of such Assignor;

(ii) instruct the obligor or obligors on any agreement, instrument or other obligation (including, without limitation, the Receivables and the Contracts) constituting the Collateral to make any payment required by the terms of such instrument or agreement directly to the Collateral Agent;

(iii) withdraw all moneys, securities and other instruments in the Cash Collateral Account for application to the Obligations in accordance with Section 7.4 hereof;

(iv) sell, assign or otherwise liquidate, or direct such Assignor to sell, assign or otherwise liquidate, any or all of the Collateral or any part thereof in accordance with Section 7.2 hereof, and take possession of the proceeds of any such sale or liquidation;

(v) take possession of the Collateral or any part thereof, by directing such Assignor in writing to deliver the same to the Collateral Agent at any reasonably convenient place or places designated by the Collateral Agent, in which event such Assignor shall at its own expense:

(A) forthwith cause the same to be moved to the place or places so designated by the Collateral Agent and there delivered to the Collateral Agent,

(B) store and keep any Collateral so delivered to the Collateral Agent at such place or places pending further action by the Collateral Agent as provided in Section 7.2, and

(C) while the Collateral shall be so stored and kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain them in good condition; and

(vi) license or sublicense whether on an exclusive or nonexclusive basis, any Marks, Patents or Copyrights included in the Collateral for such term and on such conditions and in such manner as the Collateral Agent shall in its sole judgment determine;

it being understood that such Assignor's obligation so to deliver the Collateral is of the essence of this Agreement and that, accordingly, upon application to a court of equity having jurisdiction, the Collateral Agent shall be entitled to a decree requiring specific performance by such Assignor of said obligation. The Secured Creditors agree that this Agreement may be enforced only by the action of the Collateral Agent and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Collateral Agent for the benefit of the Secured Creditors upon the terms of this Agreement.

7.2 Remedies: Disposition of the Collateral. Upon the occurrence and continuance of a Noticed Event of Default, any Collateral repossessed by the Collateral Agent under or pursuant to Section 7.1 and any other Collateral whether or not so repossessed by the Collateral Agent, may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Collateral Agent may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed of, in the condition in which the same existed when taken by the Collateral Agent or after any overhaul or repair which the Collateral Agent shall determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than ten (10) Business Days' written notice to the relevant Assignor specifying the time at which such disposition is to be made and the intended sale price or other consideration therefor, and shall be subject, for the ten (10) Business Days after the giving of such notice, to the right of the relevant Assignor or any nominee of such Assignor to acquire the Collateral involved at a price or for such other consideration at least equal to the intended sale price or other consideration so specified. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than ten (10) Business Days' written

notice to the relevant Assignor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the Collateral Agent's option, be subject to reserve), after publication of notice of such auction not less than 10 days prior thereto in one newspaper in general circulation in The City of New York and one newspaper of general circulation in Milwaukee, Wisconsin. To the extent permitted by any such requirement of law, the Collateral Agent on behalf of the Secured Creditors (or certain of them) may bid for and become the purchaser (by bidding in the Obligations or otherwise) of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to the relevant Assignor (except to the extent of surplus money received as provided in Section 7.4). If, under mandatory requirements of applicable law, the Collateral Agent shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to the relevant Assignor as hereinabove specified, the Collateral Agent need give such Assignor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

7.3 Waiver of Claims. Except as otherwise provided in this Agreement, EACH ASSIGNOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE COLLATERAL AGENT'S TAKING POSSESSION OR THE COLLATERAL AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH SUCH ASSIGNOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, and such Assignor hereby further waives, to the extent permitted by law:

(i) all damages occasioned by such taking of possession except any damages which are the direct result of the Collateral Agent's gross negligence or wilful misconduct;

(ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Collateral Agent's rights hereunder; and

(iii) all rights of redemption, appraisement, valuation, stay, extension or moratorium now or hereafter in force under any applicable law in order to prevent or delay the enforcement of this Agreement or the absolute sale of the Collateral or any portion

thereof, and each Assignor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the relevant Assignor therein and thereto, and shall be a perpetual bar both at law and in equity against such Assignor and against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through and under such Assignor.

7.4 Application of Proceeds. (a) All moneys collected by the Collateral Agent (or, to the extent the Pledge Agreement or the Mortgages require proceeds of collateral thereunder to be applied in accordance with the provisions of this Agreement, the Pledgee or Mortgagee thereunder) upon any sale or other disposition of the Collateral, together with all other moneys received by the Collateral Agent hereunder, shall be applied as follows:

(i) first, to the payment of all Obligations owing to the Collateral Agent or Pledgee of the type described in clauses (iii) and (iv) of the definition of "Obligations" contained in Article IX hereof;

(ii) second, to the extent proceeds remain after the application pursuant to preceding clause (i), an amount equal to the outstanding Obligations to the Secured Creditors shall be paid to the Secured Creditors as provided in Section 7.4(d) with each Secured Creditor receiving an amount equal to its outstanding Obligations or, if the proceeds are insufficient to pay in full all such Obligations, its Pro Rata Share of the amount remaining to be distributed to be applied, with respect to the Credit Document Obligations, firstly to the payment of interest in respect of the unpaid principal amount of Loans outstanding, secondly to the payment of principal of Loans outstanding, then to the other Credit Document Obligations; and

(iii) third, to the extent proceeds remain after the application pursuant to the preceding clauses (i) and (ii), to the relevant Assignor or, to the extent directed by such Assignor or a court of competent jurisdiction, to whomever may be lawfully entitled to receive such surplus.

(b) For purposes of this Agreement, "Pro Rata Share" shall mean, when calculating a Secured Creditor's portion of any distribution or amount, the amount (expressed as a percentage) equal to a fraction the numerator of which is the then outstanding amount of the relevant Obligations owed such Secured Creditor and the denominator of which is the then outstanding amount of all Obligations.

(c) All payments required to be made to the (i) Lender Creditors hereunder shall be made to the Administrative Agent for the account of the respective Lender Creditors and (ii) Interest Rate Creditors hereunder shall be made to the paying agent under the applicable Secured Interest Rate Agreement or, in the case of Secured Interest Rate Agreements without a paying agent, directly to the applicable Interest Rate Creditor.

(d) For purposes of applying payments received in accordance with this Section 7.4, the Collateral Agent shall be entitled to rely upon (i) the Administrative Agent for a determination (which the Administrative Agent agrees to provide upon request to the Collateral Agent) of the outstanding Credit Document Obligations and (ii) upon any Interest Rate Creditor for a determination (which each Interest Rate Creditor agrees to provide upon request to the Collateral Agent) of the outstanding Interest Rate Obligations owed to such Interest Rate Creditor. Unless it has actual knowledge (including by way of written notice from a Secured Creditor) to the contrary, the Administrative Agent under the Credit Agreement, in furnishing information pursuant to the preceding sentence, and the Collateral Agent, in acting hereunder, shall be entitled to assume that (x) no Credit Document Obligations other than principal, interest and regularly accruing fees are owing to any Lender Creditor and (y) no Secured Interest Rate Agreements or Interest Rate Obligations with respect thereto are in existence.

(e) It is understood that each Assignor shall remain liable to the extent of any deficiency between (x) the amount of the obligations for which it is liable directly or as a Guarantor that are satisfied with proceeds of the Collateral and (y) the aggregate outstanding amount of such Obligations.

7.5 Remedies Cumulative. Each and every right, power and remedy hereby specifically given to the Collateral Agent shall be in addition to every other right, power and remedy specifically given under this Agreement, any Secured Interest Rate Agreement or the other Credit Documents or now or hereafter existing at law or in equity, or by statute and

each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Collateral Agent. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Collateral Agent in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or Event of Default or an acquiescence therein. In the event that the Collateral Agent shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Collateral Agent may recover expenses, including reasonable attorneys' fees, and the amounts thereof shall be included in such judgment.

7.6 Discontinuance of Proceedings. In case the Collateral Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case the relevant Assignor, the Collateral Agent and each holder of any of the Obligations shall be restored to their former positions and rights hereunder with respect to the Collateral subject to the security interest created under this Agreement, and all rights, remedies and powers of the Collateral Agent shall continue as if no such proceeding had been instituted (except to the extent of a determination adverse to the Collateral Agent in such a proceeding).

ARTICLE VIII

INDEMNITY

8.1 Indemnity. (a) Each Assignor jointly and severally agrees to indemnify, reimburse and hold the Collateral Agent, each Secured Creditor and their respective successors, permitted assigns, employees, agents and servants (hereinafter in this Section 8.1 referred to individually as "Indemnitee," and collectively as "Indemnitees") harmless from any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, judgments and any and all reasonable costs and expenses (including reasonable attorneys' fees and expenses) (for the purposes of this Section 8.1 the foregoing are collectively called "expenses") of whatsoever

kind and nature imposed on, asserted against or incurred by any of the Indemnitees in any way arising out of, or resulting from, this Agreement, any Secured Interest Rate Agreement, any other Credit Document or the documents executed in connection herewith and therewith or in connection with the enforcement of any of the terms of, or the preservation of any rights hereunder or thereunder, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Collateral (including, without limitation, latent or other defects, whether or not discoverable), the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnatee), or property damage), or contract claim; provided that no Indemnatee shall be indemnified pursuant to this Section 8.1(a) for expenses, losses, damages or liabilities to the extent caused by the gross negligence or wilful misconduct of such Indemnatee. Each Assignor agrees that upon written notice by any Indemnatee of the assertion of such a liability, obligation, loss, damage, penalty, claim, demand, action, judgment or suit, such Assignor shall assume full responsibility for the defense thereof. Each Indemnatee agrees to use its best efforts to promptly notify such Assignor of any such assertion of which such Indemnatee has knowledge.

(b) Without limiting the application of Section 8.1(a), each Assignor agrees, jointly and severally, to pay, or reimburse the Collateral Agent for any and all reasonable fees, costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Collateral Agent's Liens on, and security interest in, the Collateral, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Collateral, premiums for insurance with respect to the Collateral and all other reasonable fees, costs and expenses in connection with protecting, maintaining or preserving the Collateral and the Collateral Agent's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Collateral.

(c) Without limiting the application of Section 8.1(a) or (b), each Assignor jointly and severally agrees to pay, indemnify and hold each Indemnatee harmless from and against

any loss, costs, damages and expenses which such Indemnitee may suffer, expend or incur in consequence of or growing out of any misrepresentation by an Assignor in this Agreement, or in any statement or writing executed and delivered by such Assignor contemplated by or made or delivered pursuant to or in connection with this Agreement.

(d) If and to the extent that the obligations of any Assignor under this Section 8.1 are unenforceable for any reason, each Assignor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

8.2 Indemnity Obligations Secured by Collateral; Survival. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Obligations secured by the Collateral. The indemnity obligations of each Assignor contained in this Article VIII shall continue in full force and effect notwithstanding the full payment of all the Notes issued under the Credit Agreement, the termination of all Secured Interest Rate Agreements and the payment of all of the other Obligations and notwithstanding the discharge thereof.

ARTICLE IX

DEFINITIONS

The following terms shall have the meanings herein specified unless the context otherwise requires. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

"Administrative Agent" shall have the meaning provided in the first WHEREAS clause of this Agreement.

"Agreement" shall mean this Security Agreement as the same may be modified, supplemented or amended from time to time in accordance with its terms.

"Assignor" shall have the meaning specified in the first paragraph of this Agreement.

"Borrower" shall have the meaning provided in the first WHEREAS clause of this Agreement.

"Business Day" means any day excluding Saturday, Sunday and any day which shall be in the City of New York a legal holiday or a day on which banking institutions are authorized by law to close.

"Cash Collateral Account" shall mean an interest bearing cash collateral account maintained with, and in the sole dominion and control of, the Collateral Agent for the benefit of the Secured Creditors.

"Chattel Paper" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Class" shall have the meaning provided in Section 10.2 of this Agreement.

"Collateral" shall have the meaning provided in Section 1.1(a).

"Collateral Agent" shall have the meaning specified in the first paragraph of this Agreement.

"Contract Rights" shall mean all rights of an Assignor (including, without limitation, all rights to payment) under each Contract.

"Contracts" shall mean all contracts between an Assignor and one or more additional parties (including, without limitation, any Secured Interest Rate Agreement and related documents entered into in connection therewith) to the extent the grant by an Assignor of a security interest pursuant to this Agreement in its right, title and interest in any such contract is not prohibited by such contract without the consent of any other party thereto and would not give any other party to such contract the right to terminate its obligations thereunder; provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by an Assignor of a security interest pursuant to this Agreement in any account or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Copyrights" shall mean any United States or foreign copyright owned by any Assignor now or hereafter, including any registration of any copyrights in the United States Copyright Office or the equivalent thereof in any foreign country, as well as any application for a United States or foreign copyright registration now or hereafter made with the United States Copyright Office or the equivalent thereof in any foreign jurisdiction by any Assignor.

"Credit Agreement" shall have the meaning provided in the first WHEREAS clause of this Agreement.

"Credit Document Obligations" shall have the meaning provided in the definition of "Obligations" in this Article IX.

"Documents" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Equipment" shall mean any "equipment," as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by any Assignor and, in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, fixtures now or hereafter owned by such Assignor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Event of Default" shall mean any Event of Default under the Credit Agreement or any payment default, after any applicable grace or notice period, under any Secured Interest Rate Agreement.

"General Intangibles" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Goods" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Indemnitee" shall have the meaning provided in Section 8.1.

"Instrument" shall have the meaning assigned that term under Section 9-105(i) of the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Interest Rate Creditors" shall have the meaning provided in the second WHEREAS clause of this Agreement.

"Interest Rate Obligations" shall have the meaning provided in the definition of "Obligations" in this Article IX.

"Inventory" shall mean merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods, supplies, incidentals, packaging materials, labels, materials and any other items used or usable in

manufacturing, processing, packaging or shipping same; in all stages of production -- from raw materials through work-in-process to finished goods -- and all products and proceeds of whatever sort and wherever located and any portion thereof which may be returned, rejected, reclaimed or repossessed by the Collateral Agent from an Assignor's customers, and shall specifically include all "inventory" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by an Assignor.

"Lender Creditor" shall have the meaning provided in the first WHEREAS clause of this Agreement.

"Lenders" shall have the meaning provided in the first WHEREAS clause of this Agreement.

"Liens" shall mean any security interest, mortgage, pledge, lien, claim, charge, encumbrance, title retention agreement, lessor's interest in a financing lease or analogous instrument, in, of, or on an Assignor's property.

"Marks" shall mean all right, title and interest in and to any United States or foreign trademarks, service marks and trade names now held or hereafter acquired by any Assignor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by an Assignor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by any Assignor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by any Assignor in the United States or any foreign country.

"Noticed Event of Default" shall mean (i) an Event of Default with respect to any Credit Party under Section 9.05 of the Credit Agreement and (ii) any other Event of Default in respect of which the Collateral Agent has given the Borrower notice of such Event of Default.

"Obligations" shall mean (i) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due) and liabilities of each Assignor, now existing or hereafter incurred under, arising out of or in connection with any Credit Document to which it is a party and the due performance and compliance by such Assignor with the terms

of each such Credit Document (all such obligations and liabilities under this clause (i), except to the extent consisting of obligations or indebtedness with respect to Interest Rate Agreements, being herein collectively called the "Credit Document Obligations"); (ii) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due) and liabilities of each Assignor, now existing or hereafter incurred under, arising out of or in connection with any Secured Interest Rate Agreement, including, in the case of Assignors other than the Borrower, all obligations of such Assignor under its Guaranty in respect of Secured Interest Rate Agreements (all such obligations and indebtedness under this clause (ii) being herein collectively called the "Interest Rate Obligations"); (iii) any and all sums advanced by the Collateral Agent or Pledgee in order to preserve the Collateral or preserve its security interest in the Collateral; (iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of each Assignor referred to in clauses (i), (ii); (iii) and (iv), after an Event of Default shall have occurred and be continuing, the reasonable expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Collateral Agent or Pledgee of its rights hereunder, together with reasonable attorneys' fees and court costs; and (v) all amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement under Section 8.1 of this Agreement.

"Patents" shall mean any United States or foreign patent to which any Assignor now or hereafter has title and any divisions or continuations thereof, as well as any application for a United States or foreign patent now or hereafter made by such Assignor.

"Pledge Agreement" shall mean the Pledge Agreement, dated as of the date hereof, among the Borrower, the other pledgors party thereto and the Collateral Agent, as Pledgee.

"Pledgee" shall have the meaning provided in the Pledge Agreement.

"Proceeds" shall have the meaning assigned that term under the Uniform Commercial Code as in effect in the State of New York on the date hereof or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Collateral Agent or an Assignor

from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to an Assignor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority), (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral and (iv) all tax refunds.

"Pro Rata Share" shall have the meaning provided in Section 7.4(b) of this Agreement.

"Receivables" shall mean any "account" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by an Assignor and, in any event, shall include, but shall not be limited to, all of such Assignor's rights to payment for goods sold or leased or services performed by such Assignor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by such Assignor to secure the foregoing, (b) all of such Assignor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto, (f) evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, all notices to other creditors or secured parties, and certificates from filing or other registration officers, (g) all credit information, reports and memoranda relating thereto, and (h) all other writings related in any way to the foregoing.

"Requisite Creditors" shall have the meaning provided in Section 10.2 of this Agreement.

"Required Secured Creditors" shall mean (i) Required Lenders (or, to the extent required by Section 12.12 of the Credit Agreement, each of the Lenders) under the Credit Agreement so long as any Credit Document Obligations remain outstanding and (ii) in any situation not covered by preceding clause (i), the holders of at least a majority of

the outstanding principal amount of Interest Rate Obligations.

"Secured Creditors" shall have the meaning provided in the second WHEREAS clause of this Agreement.

"Secured Interest Rate Agreements" shall have the meaning provided in the second WHEREAS clause of this Agreement.

"Termination Date" shall have the meaning provided in Section 10.9(a) hereof.

"Trade Secret Rights" shall mean the rights of an Assignor in any Trade Secret it holds.

"Trade Secrets" means any secretly held existing or proprietary existing engineering and other data, information, production procedures and other know-how relating to the design, manufacture, assembly, installation, use, operation, marketing, sale and servicing of any products or business of an Assignor worldwide whether written or not written.

ARTICLE X

MISCELLANEOUS

10.1 Notices. Except as otherwise expressly provided herein, all notices and other communications hereunder shall be in writing (including telegraphic, telex, telecopier, facsimile or cable communication) and shall be mailed, telegraphed, telexed, telecopied, faxed, cabled or delivered to the parties hereto at the respective address set forth below and shall be effective when received:

- (i) if to any Assignor, at its address contained in the Credit Agreement (for the Borrower) or the Subsidiary Guaranty (for the other Assignors);
- (ii) if to the Collateral Agent, at:

BHF-BANK Aktiengesellschaft
 New York Branch
 540 Madison Avenue
 New York, New York 10022-2540
 Tel. No.: (212) 756-5598
 Fax. No.: (212) 756-5536
 Attention: Stephen B. Shelton, Vice President

(iii) if to any Lender (other than the Collateral Agent), at such address as such Lender shall have specified in the Credit Agreement;

(iv) if to any Interest Rate Creditor, at such address as such Interest Rate Creditor shall have specified in writing to the Assignors and the Collateral Agent;

or at such other address as shall have been furnished in writing in a notice complying with this Section 10.1 by any Person described above to the party required to give notice hereunder.

10.2 Waiver: Amendment. (a) None of the terms and conditions of this Agreement may be amended, changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Collateral Agent (with the consent of the Required Secured Creditors) and each Assignor affected thereby (it being understood that the addition or release of any Assignor hereunder shall not constitute an amendment, change, waiver, modification or variance affecting any Assignor other than the Borrower and the Assignor so added or released) provided that (i) no such amendment, change, waiver, modification or variance shall be made to Section 7.4 or this Section 10.2(a) without the consent of each Secured Creditor adversely affected thereby, and (ii) any amendment, change, waiver, modification or variance affecting the rights and benefits of a single Class of Secured Creditors (and not all Secured Creditors in a like or similar manner) shall require the written consent of the Requisite Creditors of such Class of Secured Creditors. For the purpose of this Agreement, the term "Class" shall mean each class of Secured Creditors, i.e., whether (x) the Lender Creditors as holders of the Credit Document Obligations or (y) the Interest Rate Creditors as holders of the Interest Rate Obligations. For the purpose of this Agreement, the term "Requisite Creditors" of any Class shall mean each of (x) with respect to the Credit Document Obligations, the Required Lenders and (y) with respect to the Interest Rate Obligations, the holders of at least a majority of all obligations outstanding from time to time under the Secured Interest Rate Agreements.

(b) No delay on the part of the Collateral Agent in exercising any of its rights, remedies, powers and privileges hereunder or partial or single exercise thereof, shall constitute a waiver thereof. No notice to or demand on any Assignor shall constitute a waiver of any of the rights of the Collateral Agent to any other or further action without notice or demand to the extent such action is

permitted to be taken by the Collateral Agent without notice or demand under the terms of this Agreement.

10.3 Obligations Absolute. The obligations of each Assignor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Assignor; (b) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Agreement or any other Credit Document or any Secured Interest Rate Agreement except as specifically set forth in a waiver granted pursuant to the restrictions of Section 10.2 hereof; or (c) any amendment to or modification of any other Credit Document or any Secured Interest Rate Agreement or any security for any of the Obligations; whether or not any Assignor shall have notice or knowledge of any of the foregoing. The rights and remedies of the Collateral Agent herein provided are cumulative and not exclusive of any rights or remedies which the Collateral Agent would otherwise have.

10.4 Successors and Assigns. This Agreement shall be binding upon each Assignor and its successors and assigns and shall inure to the benefit of the Collateral Agent and its successors and assigns. All agreements, statements, representations and warranties made by such Assignor herein or in any certificate or other instrument delivered by each Assignor or on its behalf under this Agreement shall be considered to have been relied upon by the Secured Creditors and shall survive the execution and delivery of this Agreement, the other Credit Documents and the Secured Interest Rate Agreements regardless of any investigation made by the Secured Creditors on their behalf.

10.5 Headings Descriptive. The headings of the several sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

10.6 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.7 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN

ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY OTHER JURISDICTION ARE APPLICABLE THERETO UNDER THE NEW YORK UNIFORM COMMERCIAL CODE.

10.8 Assignors' Duties. It is expressly agreed, anything herein contained to the contrary notwithstanding, that each Assignor shall remain liable to perform all of the obligations, if any, assumed by it with respect to the Collateral and the Collateral Agent shall not have any obligations or liabilities with respect to any Collateral by reason of or arising out of this Agreement, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of any Assignor under or with respect to any Collateral.

10.9 Termination; Release. (a) After the Termination Date, this Agreement shall terminate (provided that all indemnities set forth herein including, without limitation, in Section 8.1 hereof shall survive such termination), and the Collateral Agent, at the request and expense of the relevant Assignor, will execute and deliver to such Assignor a proper instrument or instruments (including Uniform Commercial Code termination statements on Form UCC-3) acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to such Assignor (without recourse and without any representation or warranty) such of the Collateral as may be in the possession of the Collateral Agent and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement. As used in this Agreement, "Termination Date" shall mean the date upon which the Total Commitment (as defined in the Credit Agreement) and all Secured Interest Rate Protection Agreements have been terminated, no Note or Letter of Credit is outstanding and all Obligations (other than any indemnities described in Section 8.1 hereof and in Section 11.13 of the Credit Agreement which are not then due and payable) have been indefeasibly paid in full.

(b) So long as no Event of Default in respect of any of the Obligations is in existence or would exist after the application of proceeds as provided below, the Collateral Agent shall, at the request of the relevant Assignor, release any or all of the Collateral, provided that (x) such release is permitted by the terms of the Credit Agreement (it being agreed for such purposes that a release will be deemed "permitted by the terms of the Credit Agreement" only if the proposed transaction constitutes an exception to Section 8.02 of the Credit Agreement) or otherwise has been approved in writing by the Required Secured Creditors and

(y) the proceeds of such Collateral are applied as required pursuant to the Credit Agreement or any consent or waiver with respect thereto.

(c) At any time that the relevant Assignor desires that the Collateral Agent take any action to give effect to any release of Collateral pursuant to the foregoing Section 10.9(b), it shall deliver to the Collateral Agent a certificate signed by an authorized officer describing the Collateral to be sold and the relevant provision of Section 8.02 of the Credit Agreement on which it is relying to make such sale. In the event that any part of the Collateral is to be released as provided in the preceding paragraph (b), the Collateral Agent, at the request and expense of such Assignor, will duly release such Collateral and assign, transfer and deliver to such Assignor or its designee (without recourse and without any representation or warranty) such of the Collateral as is then being (or has been) so sold and as may be in the possession of the Collateral Agent and has not theretofore been released pursuant to this Agreement. The Collateral Agent shall have no liability whatsoever to any Secured Creditor as the result of any release of Collateral by it as permitted by this Section 10.9. Upon any release of Collateral pursuant to Section 10.9(a) or (b), none of the Secured Creditors shall have any continuing right or interest in such Collateral or the proceeds thereof.

10.10 Collateral Agent. By accepting the benefits of this Agreement, each Secured Creditor acknowledges and agrees that the rights and obligations of the Collateral Agent shall be as set forth in Section 12 of the Credit Agreement. Notwithstanding anything to the contrary contained in Section 10.2 of this Agreement or Section 12.12 of the Credit Agreement, this Section 10.10, and the duties and obligations of the Collateral Agent set forth in this Section 10.10, may not be amended or modified without the consent of the Collateral Agent.

10.11 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower and the Collateral Agent.

10.12 Additional Assignors. It is understood and agreed that any Subsidiary of the Borrower that is required to execute a counterpart of this Agreement after the date hereof pursuant to the Credit Agreement shall become an

Assignor hereunder by executing a counterpart hereof and
delivering the same to the Collateral Agent.

*

*

*

255054.3
2625-0004

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

Addresses:

1745 South 38th Street
P.O. Box 2004
Milwaukee, Wisconsin 53201
Attention: Robert E. Gross

AMPCO METAL INCORPORATED
as Pledgor

By: 
Name: Robert E. Gross
Title: Vice President-
Finance

1117 East Algonquin Rd.
Arlington Heights, IL 60005
Attention: Robert E. Gross

MAGNACAST, INC.,
as Pledgor

By 
Name: Robert E. Gross
Title: Secretary


1745 South 38th Street
P.O. Box 2004
Milwaukee, Wisconsin 53201
Attention: Robert M. Darling


AMPCO WORLDWIDE CORPORATION
as Pledgor

By 
Name: Robert M. Darling
Title: President

590 Madison Avenue
New York, N.Y. 10022-2540
Telecopy: (212) 756-5536
Attn: Stephen B. Shelton

BHF-BANK AKTIENGESELLSCHAFT
as Collateral Agent,
Administrative Agent,
and Assignee

By: 
Stephen B. Shelton
Vice President

By: 
~~Evon M. Lontos~~ Christopher Lally
~~Vice President~~ Assistant Treasurer

ANNEX A to
Security Agreement

CHIEF EXECUTIVE OFFICES/RECORD LOCATIONS

<u>Corporation</u>	<u>State/Country of Origin</u>	<u>Address</u>
1. Ampco Metal Incorporated	Wisconsin	1745 South 38th Street Milwaukee, WI
2. Magnacast Inc.	Illinois	1117 East Algonquin Road Arlington Heights, IL
3. Ampco S.A.	Switzerland	Route de Chesalles 9 CH-1723 Marly Switzerland
4. Ampco Metal S.A.	Switzerland	Route de Chesalles 9 CH-1723 Marly Switzerland
5. Ampco Metal France S.A.	France	20 rue Claude Bernard Z.I. Coignieres-Maurepas F-78311 Maurepas Cedex France
6. Ampco Metal Limited	United Kingdom	17 Binns Close Off Torrington Avenue Coventry, England CV4 9TB
7. Ampco Metal Portugal Limitada	Portugal	via Central de Milheiros 360 P-4470 Milheiros Portugal
8. Ampco Metal Woerden B.V.	The Netherlands	Edisonweg 13 P.O. Box 56 NL-3440 AB Woerden The Netherlands

EQUIPMENT AND INVENTORY LOCATIONS

Estimated values for equipment and inventory as of closing are subject to change. See attached schedule.

MW2-130258-1

**ANNEX C to
Security Agreement**

TRADE AND FICTITIOUS NAMES

1. Ampco
2. Western Reserve
3. Magnacast Corporation
4. Ampco Metal Manufacturing, Inc.
5. Ampco Metal Holdings, Inc.

MW2-130190-1

FOREIGN (EXCLUDING CANADIAN) TRADEMARK REGISTRATIONS

AMP'CO METAL INCORPORATED

Country	Mark	Registr. No.	Issue Date	Class	Goods	Status
Argentina	AMP'CO	9580331	01/25/17	4	Copper base metal and copper base alloys	Re-Renewal 02/06/00
Brazil	AMP'CO	1232/ 03352234	07/22/16	6	Industry and commerce of metals	Use and Re-Renewal 07/22/96
Brazil	AMP'CO	1232/ 02220415	02/10/10	8	Industry and commerce of tools	Use and Re-Renewal 02/10/98
Chile	AMP'CO	432798	01/02/15	8	Hand tools and implements in general not comprised in other classes; anvils and work tables; marking apparatus; cutlery and cutting instruments, slabbing weapons; table cutlery and dining room, kitchen and pantry instruments and implements, grinders and sharpening apparatus	Re-Renewal 01/04/04
France	AMP'CO	1044256 Renewal #1448139	11/1	6, 7, 8	Corrosion-resistant and wear-resistant copper alloy machine parts, and copper alloy hand tools in general which do not give out sparks; adzes, pneumatic hammers, blanks and sprues, axes, rods, brushes, swiveling wheels, rauling irons, riveting hammers, chisels, pins and mandrels, star drills, hand dust shovels, wedges and key bolts, keys, forks, hammers, hatchets, various hoes, ice cutters and pliers, knives, nail extractors and tool sets, tools for wrapping, pestles, cutters for wood, picks, pliers and tongues, chisels, rakes, saws, tools for scraping and scratching, screw drivers, shears, shovels, spatulas, vaporization cabin necessities, dredger buckets and greasing cups, trowels, vices, keys and wrenches bronze-wrought sections, forged parts, ingots, castings, bars obtained by roll-milling and extrusion, raw machine parts, machine members having an electrical conductivity	Re-Renewal 02/02/98

Country	Mark	Regist. No.	Issue Date	Class	Goods	Status
Italy	AMPICO	307468	06/17/53	6, 7, 8, 9	Wear-resistant and corrosion-resistant machine parts of copper base alloy, and generally manually operated non-sparking tools of copper base alloy; adzes, air hammer blanks, axes, bars, brushes, castor wheels, caulking tools, chisels, drift pins star drills, dust pans, wedges, forks, hammers, hatchets, hoes, ice shavers and tongs, knives, nail pullers and sets, packing tools, pestles, chippers, picks, pliers, punches, rakes, saws, scrapers, screw drivers, shears, shovels, spatulas, spray booth kits, scoops, trowels, wrenches; wrought bronze shapes; forgings; ingots, castings; rolled and extruded bar stock; and unfinished machine parts; wear resistant machine elements, corrosion-resistant machine elements, and electrically conductive machine elements.	Re-Renewal 06/17/03
Japan	AMPICO	622272	07/30/63	9	Electrical resistance welding apparatus and parts, electric welding rods	No-Renewal 07/30/03
S. Korea	AMPICO	68729	04/17/00	32	Copper-base alloy, copper-base alloy rolled products, copper metal, aluminum base alloy and copper plate	No-Renewal and Use 04/17/00
Mexico	AMPICO	126431	05/31/65	14	Metals and metal castings and forging, including resistance welding tips and electrodes, but without including metal and alloys with a copper base	No-Renewal and Use 05/30/00
Mexico	AMPICO	126955	05/31/65	21	Electric resistance welding apparatus and parts and accessories therefor	No-Renewal and Use 05/31/00
S. Africa	AMPICO	836725	05/20/85	7	Machines and machine parts, including wear resistant and corrosion resistant machine parts of copper base alloy	No-Renewal 09/20/03
S. Africa	AMPICO	836726	05/20/85	8	Hand tools and instruments including manually operated non-sparking tools of a copper base alloy such as adzes, air hammer blanks, axes, bars, caulking tools, chisels, drift pins, star drills, wedges, forks, hammers, hatchets, hoes, ice shavers and tongs, knives, nail pullers and sets, packing tools, pestles, chippers, picks, pliers, punches, rakes, saws, scrapers, screw drivers, shears, shovels, spatulas, spray booth kits, scoops, trowels, and wrenches	Re-Renewal 09/20/03

Country	Mark	Regist. No.	Issue Date	Class	Goods	Status
Argentina	AMPCOLOY	144461	05/31/93	6	Metals used in industries, wrought or partly wrought not otherwise classified, products of foundries, blacksmith and boiler works, especially rolled and extruded non-ferrous tubing, ingots, castings, forgings and unfinished machine parts of alloy bronze, plates and sheets	Re-Renewal due 05/31/03
Germany	AMPCOLOY	761015	05/14/62	6, 7, 8, 9	Ingots, castings, forgings, and partly finished machine parts of copper and bronze alloys, rolled and cut in wire cutting presses, semi-finished materials of common metals (except iron), in the shape of tubes and rods, welding electrodes and holders for welding electrodes, electric terminals and contacts, trolley shoes, switch contacts, electric resistances and flash welding electrode holders, tools made from copper alloys including adzes, air hammer blanks, axes, crowbars, caulking tools, chisels, drift pins, star drills, wedges, forks, hammers, hatchets, ice shavers and tongs, knives, nail pullers, packing tools, chippers, picks, pliers, punches, saws, scrapers, screw drivers, shears, shovels, spatulas, trowels, vices and wrenches, sprayers for disinfectants, for use in horticultural and in agriculture as well as in air purification, racks and scoops	Re-Renewal 10/01/99
India	AMPCOLOY	314905	03/27/78	6	Non-previous metal alloys	Re-Renewal 03/27/99
Japan	AMPCOLOY	724543	11/11/66	6	Metal in the form of ingots, bars, plates, sheets and the like	Re-Renewal and Use 08/11/96
S. Korea	AMPCOLOY	68730	04/17/80	32	Copper-base alloy, copper-base alloy rolled products, copper metal, aluminum base alloy and copper plate	Re-Renewal 02/17/00
Mexico	AMPCOLOY	123089	02/18/65	14	All goods in Class 14 especially alloy rods, castings and wrought products, resistance welding tips and electrodes	Renewal and Use 02/17/00
Brazil	AMPCO-TRODE	1232/ 00621768 0	01/10/76	6	Industry and commerce of electrodes	Renewal and Use 01/10/98
Germany	AMPCO-TRODE	543164	08/26/53	6, 9	Metallic welding rods and arc welding electrodes	Re-Renewal 07/16/02

U.S. AND CANADIAN PATENTS

AMPCO METAL INCORPORATED

COUNTRY	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	EXPIR. DATE	TITLE
US	US 4,315,330	03/31/80	US 4,315,530	02/16/82	02/16/02	Method and apparatus to effect a fine grain size in continuous cast metals
US	US 59,293	03/02/79	US 4,260,435	04/07/81	07/02/99	Copper-Nickel-Silicon-Chromium alloy having improved electrical conductivity
US	US 11,110	02/12/79	US 4,191,601	03/04/80	02/12/99	Copper-Nickel-Silicon-Chromium alloy having improved electrical conductivity.
US	US 842,457	10/17/77	US 4,154,291	05/15/79	10/17/97	Mandrel for continuous casting of tubular metallic members
CA	CA 2032993	12/21/90	IIA (status uncertain)	IIA	IIA	Copper-Nickel-Silicon-Chromium-Alloy
CA			CA 1,233,762	03/08/80		Threaded end protector and component
CA			CA 1,126,956	06/22/02		Copper-Nickel-Silicon-Chromium alloy having improved electrical conductivity

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	CLASSES	GOODS
US	AMPICO AND DESIGN	71/497,020	11/23/45	426,942	01/21/47	9	Hammer blanks, axes, bars, caulking tools, chisels, drift pins, star drills, wedges, forks, hammers, hatchets, hoes, ice shavers and tongs, knives, nail pullers and sets, packing tools, pestles, rakes, chippers, picks, pliers, punches, rakes, saws, scrapers, screw drivers, shears, shovels, spatulas, spray booth kits comprising hammers, scrapers, screwdrivers and chisels, scoops, trowels, vises, and wrenches.
US	AMPICO AND DESIGN	71/497,019	11/23/45	423,957	09/17/46	6	Electric terminals and contacts; electric trolley shoes; electric switch contacts; electric resistance and flash welding electrodes; and electrode holders.
US	AMPICO	71/467,178	02/05/44	419,045	02/05/46	0	Wrought bronze shapes; forgings; ingots; castings; rolled and extruded bar stock; and unfinished machine parts--namely, wear resistant machine elements, corrosion resistant machine elements, and electrically conductive machine elements.
US	AMPICO (STYLIZED LETTERS)	71/467,177	02/05/44	410,301	11/21/44	6	Wear resistant and corrosion resistant machine parts of copper base alloy, and generally manually operated non-sparking tools of copper base alloy--namely, axes, air hammer blanks, axes, bars, brushes, castor wheels, caulking tools, chisels, drift pins, star drills, dust pans, wedges, forks, hammers, hatchets, hoes, ice shavers and tongs, knives, nail pullers and sets, packing tools, pestles, rakes, chippers, picks, pliers, punches, rakes, saws, scrapers, screw drivers, shears, shovels, spatulas, spray booth kits, scoops, trowels, vises, and wrenches.
US	AMPICO AND DESIGN	71/100,787	01/21/47	117,240	06/26/47	6	Wrought bronze shapes; forgings; ingots; castings; rolled and extruded bar stock; and unfinished machine parts, namely, wear resistant machine elements, corrosion resistant machine elements and electrically conductive machine elements. Metals resembling bronze and castings made from said metal.

COUNTRY	NAME	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	CLASS(S)	GOODS
VI	AMPICOLOY (SINTERED ELECTRODES)			6,890	10/20/49	6, 7 and 11	Metals and metal castings and forgings, electrical apparatus, machines and supplies.
VI	AMPICO			6,809	10/20/49	6	Metals and metal castings and forgings.
CA	AMPICO	091,150		TMDA024,012	11/29/18	9	Copper base and bronze alloys in the form of sand castings, centrifugal castings, forgings, extruded bar stock and finished machine parts.
CA	AMPICO	182,279	3/8/43	UCA018,150	3/8/43	9	Bronze ingots, bronze castings, wrought bronze shapes and forgings, wrought bronze rolled and extruded bar stock and tubing, bronze finish machined machinery parts, bronze weldrod, and non-sparking safety tools.
CA	AMPICOLOY	249,917	9/25/59	TMA115,417	9/25/59	9	Resistance and flash welding electrodes, electrode holders, rolled and extruded non- ferrous tubing, ingots, castings, forgings and unfinished machine parts of alloy bronze, plates, and sheets.
CA	PHOS-TRODE	251,612	6/23/59	TMA117,600	4/14/60	6	Welding rods and wire, namely, metal arc electrodes, inert gas consumable electrodes and filler rods.
CA	AMPICO-TRODE	184,193	4/27/44	UCA019,278	4/27/44	9	Welding rods.

Japan	10/03/79	(status uncertain)	II/A	Copper-Nickel-Silicon-Chromium Alloy	II/A
Korea	01/12/80	(status uncertain)	II/A	Copper-Nickel-Silicon-Chromium Alloy	II/A
Sweden	10/26/79	(status uncertain)	II/A	Copper-Nickel-Silicon-Chromium Alloy	II/A
Finland	12/20/90	(status uncertain)	II/A	Improved Copper-Nickel-Silicon-Aluminum Alloy (945)	II/A
Japan	12/26/90	(status uncertain)	II/A	Improved Copper-Nickel-Silicon-Aluminum Alloy (945)	Examination due 12/26/97
European	12/02/90	(status uncertain)	II/A	Improved Copper-Nickel-Silicon-Aluminum Alloy (945)	II/A
Portugal	12/26/90	(status uncertain)	II/A	Improved Copper-Nickel-Silicon-Aluminum Alloy (945)	Awaiting first action

CLAIMS OF U.S. COPYRIGHT

AMPSCO METAL INC.

COUNTRY	TITLE	REG. NO.	REG. DATE	CLASSIFICATION	OWNER	AUTHOR	DATE OF CREATION
USA	AMPSCO METAL PRODUCTS: A NEW GENERATION OF PREMIXED COPPER ALLOYS.	TX3720512	01/21/94	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1993
USA	AMPSCO SAFETY TOOLS.	TX3622234	08/10/93	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1993
USA	AMPSCO WELDING PRODUCTS	TX3370479	08/10/92	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1992
USA	AMPSCO STANDARD METALS	TX3131056	08/08/91	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1991
USA	AMPSCO GERMINGUAL PUMPS: HIGH EFFICIENCY AMPSCO DESIGN	TX3203754	06/03/91	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1991
USA	AMPSCO ALLOYS FOR THE PLASTICS INDUSTRY.	TX3098178	06/03/91	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1991
USA	AMPSCO POWER TOOL AND MAINTENANCE BRUSHES.	TX2761489	02/17/90	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1990
USA	AMPSCO WELD RESISTANCE WELDING PRODUCTS.	TX2682141	10/12/89	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1989
USA	AMPSCO STOCK METALS.	TX2240007	01/25/88	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1988
USA	AMPSCO WELDED ELECTRODES, FILLER ROD, WIRE, ALUMINUM BRONZE, BRICKLE ALUMINUM BRONZE, MANGANESE BRONZE, ALUMINUM BRONZE, COPPER.	TX2211447	11/27/87	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1987

USA	AMPSCO SAFETY TOOLS: HOT-SPARKING, HOT-MAGNETIC, CORROSION RESISTANT.	EX657401	03/23/81	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1981
USA	AMPSCO STOCK METALS	EX615172	01/19/81	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1980
USA	AMPSCO WELD RESISTANT WELDING PRODUCTS.	EX529507	08/18/80	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1980
USA	AMPSCO ALLOYS FOR THE PROCESS INDUSTRIES	EX529500	08/18/80	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1980
USA	AMPSCO CENTRIFUGAL PUMPS OF NICKEL-ALUMINUM BRONZE: LONG-TERM DURANCE FOR SALT WATER SERVICE.	EX479332	03/05/80	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1980
USA	AMPSCO STOCK METALS: ALUMINUM BRONZES, NICKEL-ALUMINUM BRONZES AND HIGH-COPPER ALLOYS AVAILABLE FROM METAL SERVICE CENTERS THROUGHOUT THE WORLD.	EX237011	04/20/79	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1979
USA	AMPSCO SAFETY TOOLS	EX132263	10/30/78	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1978
USA	AMPSCO STOCK METALS	EX132264	10/30/78	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1978
USA	AMPSCO WELDING TECHNIQUES, FILLER ROD, WIRE.	EX74953	07/26/78	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1978
USA	MACHINING RECOMMENDATION FOR COPPER-BASE ALLOYS.	EX55605	04/28/78	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1978
USA	UNCOMMON CAPABILITY WITH COPPER-BASE ALLOYS.	EX54305	04/03/78	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1977

CLAIMS OF U.S. COPYRIGHT

AMPSCO METAL INC.

COUNTRY	TITLE	REG. NO.	REG. DATE	CLASSIFICATION	OWNER	AUTHOR	DATE OF CREATION
USA	AMPSCO MILL PRODUCTS: A NEW GENERATION OF PREMIUM COPPER ALLOYS.	TX3720512	01/21/94	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1993
USA	AMPSCO SAFETY TOOLS.	TX3622234	08/10/93	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1993
USA	AMPSCO WELDING PRODUCTS	TX3370479	08/10/92	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1992
USA	AMPSCO STANDARD METALS	TX3131056	08/08/91	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1991
USA	AMPSCO CERAMIC PUMPS: HIGH EFFICIENCY AMPSCO DESIGN	TX3203754	06/03/91	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1991
USA	AMPSCO ALLOYS FOR THE PLASTICS INDUSTRY.	TX3098178	06/03/91	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1991
USA	AMPSCO POWER TOOL AND MAINTENANCE BRUSHES.	TX2761489	02/12/90	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1990
USA	AMPSCO WELD RESISTANCE WELDING PRODUCTS.	TX2682141	10/12/89	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1989
USA	AMPSCO STOCK METALS.	TX2240007	01/25/88	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1988
USA	AMPSCO WELDED ELECTRODES, FILLER ROD, WIRE, ALUMINUM BRONZE, BICKEL-ALUMINUM BRONZE, MANGANESE BICKEL-ALUMINUM BRONZE, COPPER.	TX2211447	11/27/87	TX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1987

USA	AMPSCO SAFETY TOOLS: HIGH- STRENGTH, HIGH-MAGNETIC, CORROSION RESISTANT.	EX657481	03/23/81	IX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1981
USA	AMPSCO STOCK METALS	EX615172	01/19/81	IX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1980
USA	AMPSCO WELD RESISTABLE WELDING PRODUCTS.	EX529507	08/18/80	IX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1980
USA	AMPSCO ALLOYS FOR THE PROCESS INDUSTRIES	EX529500	08/18/80	IX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1980
USA	AMPSCO CENTRIFUGAL PUMPS OF NICKEL-ALUMINUM BRONZE: LONG- TERM DURABILITY FOR SALT WATER SERVICE.	EX479332	03/05/80	IX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1980
USA	AMPSCO STOCK METALS: ALUMINUM BRONZES, NICKEL- ALUMINUM BRONZES AND HIGH COPPER ALLOYS AVAILABLE FROM METAL SERVICE CENTERS THROUGHOUT THE WORLD.	EX232011	04/20/79	IX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1979
USA	AMPSCO SAFETY TOOLS	EX132263	10/30/78	IX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1978
USA	AMPSCO STOCK METALS	EX132264	10/30/78	IX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1978
USA	AMPSCO WELDING, ELECTRODES, FILLER ROD, VARE.	EX749543	07/26/78	IX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1978
USA	MACHINING RECOMMENDATION FOR COPPER-BASE ALLOYS.	EX55605	04/28/78	IX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1978
USA	UNCOMMON CAPABILITY WITH COPPER-BASE ALLOYS.	EX54305	04/03/78	IX- Textual Works.	Ampco Metal Inc.	Ampco Metal Inc.	1977

SECURITY AGREEMENT

initially among

AMPCO METAL INCORPORATED,
MAGNACAST, INC.,
AMPCO WORLDWIDE CORPORATION,
VARIOUS LENDING INSTITUTIONS

and

BHF-BANK AKTIENGESELLSCHAFT,
as Collateral Agent

Dated as of April 20, 1998

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I SECURITY INTERESTS	2
1.1 Grant of Security Interests	2
1.2 Power of Attorney	3
ARTICLE II GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS	3
2.1 Necessary Filings	3
2.3 Other Financing Statements	4
2.4 Chief Executive Office: Records	4
2.5 Location of Inventory and Equipment	5
2.6 Trade Names; Change of Name	5
2.7 Recourse	6
ARTICLE III SPECIAL PROVISIONS CONCERNING RECEIVABLES; CONTRACT RIGHTS; INSTRUMENTS	6
3.1 Additional Representations and Warranties . .	6
3.2 Maintenance of Records	6
3.3 Modification of Terms; etc	7
3.4 Collection	7
3.5 Direction to Account Debtors; etc.	8
3.6 Instruments	8
3.7 Further Actions	8
ARTICLE IV SPECIAL PROVISIONS CONCERNING TRADEMARKS	9
4.1 Additional Representations and Warranties . .	9
4.2 Licenses and Assignments	9
4.3 Infringements	9
4.4 Preservation of Marks	10
4.5 Maintenance of Registration	10
4.6 Future Registered Marks	10
4.7 Remedies	10
ARTICLE V SPECIAL PROVISIONS CONCERNING TRADE SECRET RIGHTS, PATENTS AND COPYRIGHTS .	11
5.1 Additional Representations and Warranties . .	11
5.2 Licenses and Assignments	12
5.3 Infringements	12
5.4 Maintenance of Patents or Copyrights	12
5.5 Prosecution of Patent or Copyright Application	12
5.6 Other Patents and Copyrights	12
5.7 Trade Secret Rights	13
5.8 Remedies	13

ARTICLE VI	PROVISIONS CONCERNING ALL COLLATERAL . . .	14
6.1	Protection of Collateral Agent's Security . . .	14
6.2	Further Actions	15
6.3	Financing Statements	15
ARTICLE VII	REMEDIES UPON OCCURRENCE OF EVENT OF DEFAULT	15
7.1	Remedies: Obtaining the Collateral Upon Default	15
7.2	Remedies: Disposition of the Collateral . . .	17
7.3	Waiver of Claims	18
7.4	Application of Proceeds	19
7.5	Remedies Cumulative	20
7.6	Discontinuance of Proceedings	21
ARTICLE VIII	INDEMNITY	21
8.1	Indemnity	21
8.2	Indemnity Obligations Secured by Collateral; Survival	23
ARTICLE IX	DEFINITIONS	23
ARTICLE X	MISCELLANEOUS	29
10.1	Notices	29
10.2	Waiver: Amendment	30
10.3	Obligations Absolute	31
10.4	Successors and Assigns	31
10.5	Headings Descriptive	31
10.6	Severability	31
10.7	Governing Law	31
10.8	Assignors' Duties	32
10.9	Termination; Release	32
10.10	Collateral Agent	33
10.11	Counterparts	33
10.12	Additional Assignors	33
ANNEX A	Schedule of Chief Executive Offices; Record Locations	
ANNEX B	Schedule of Equipment and Inventory Locations	
ANNEX C	Schedule of Trade and Fictitious Names	
ANNEX D	Schedule of Marks	
ANNEX E	Schedule of Patents and Applications	
ANNEX F	Schedule of Copyrights and Applications	

PATENT SECURITY AGREEMENT

WHEREAS, Ampco Metal Incorporated, an Wisconsin corporation (herein referred to as "Grantor"), owns the Patents (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, certain lenders and BHF-Bank Aktiengesellschaft, Administrative Agent, Letter of Credit Issuer, and Arranger for such lenders (the "Lenders") are parties to a Credit Agreement of even date herewith (as the same may be amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and BHF-Bank Aktiengesellschaft, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Patents (as defined in the Security Agreement), together with any reissues, continuations, continuations-in-part or extensions thereof, whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Patent, including, without limitation, each Patent referred to in Schedule 1 annexed hereto;
- and

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(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto.


This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * * * *


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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 20 day of April, 1998.

AMPCO METAL INCORPORATED

By 
Name: Robert E. Gross
Title: Vice President
Finance

Acknowledged:
BHF-Bank Aktiengesellschaft,
as Collateral Agent

By 
Stephen B. Shelton
Vice President

By 
~~Evan M. Condos~~ (Christopher Lally
~~Vice President~~ Assistant Treasurer

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2625-0004

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 20 day of April, 1998, before me personally came Robert E. Gross to me personally known to me to be the person described in and who executed the foregoing instrument as Vice President - Finance of Ampco Metal Incorporated, who being by me duly sworn, did depose and say that [s]he is a Vice President - Finance of Ampco Metal Incorporated, the corporation described in and which executed the foregoing instrument; that [s]he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that [s]he signed his[her] name thereto by like order; and that [s]he acknowledged said instrument to be the free act and deed of said corporation.

Jonathan L. Bing
Notary Public

[Seal]

My commission expires: 12/9/98

JONATHAN L. BING
Notary Public State of New York
No. 02815070204
Qualified in New York
Commission Expires December 09, 1998

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SCHEDULE 1 of the Patent
Security Agreement

U.S. AND CANADIAN PATENTS

AMPCO METAL INCORPORATED

COUNTRY	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	EXPIR. DATE	TITLE
US	US 135,330	03/31/80	US 4,315,530	02/16/82	02/16/02	Method and apparatus to effect a fine grain size in continuous cast metals
US	US 54,293	07/02/79	US 4,260,435	04/07/81	07/02/99	Copper-Nickel-Silicon-Chromium alloy having improved electrical conductivity
US	US 11,110	02/12/79	US 4,191,601	03/04/80	02/12/99	Copper-Nickel-Silicon-Chromium alloy having improved electrical conductivity.
US	US 042,457	10/17/77	US 4,154,291	05/15/79	10/17/97	Mandrel for continuous casting of tubular metallic members
CA	CA 2037993	12/21/90	N/A (status uncertain)	N/A	N/A	Copper-Nickel-Silicon-Chromium Alloy
CA			CA 1,233,762	03/08/88		Threaded end protector and component
CA			CA 1,126,056	06/22/82		Copper-Nickel-Silicon-Chromium alloy having improved electrical conductivity

U.S. STATE AND CANADIAN TRADEMARKS

AMP'CO METAL INCORPORATED

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	CLASSES	GOODS
US	AMP'CO	73/565,330	10/28/05	1,433,577	03/24/07	0	Manually operated non-sparking tools of copper base alloy namely axes, axes, bars, chisels, drift pins, wedges, forks, hammers, hatchets, hoes, scraping, putty and utility knives, nail pullers, chippers, picks, pliers, punches, rakes, saws, scrapers, screw drivers, shears, shovels, spatulas, trowels, mallets, nutlock, wrenches, barrel hooks, carpenters' clamps, and crate openers.
US	AMP'CO AND DESIGN	71/550,287	02/21/40	510,672	12/13/49	6 and 9	Extrusions, forgings, ingots, castings, rolled and extruded bar stock and semi-finished tubing; and unfinished machine parts, namely, wear-resistant machine elements, corrosion-resistant machine elements and electrically conductive machine elements; rolled metal sheet, wire, and metallic welding rods and arc welding electrodes, all made of copper-base alloys.
US	AMP'CO	71/550,205	02/21/40	510,671	12/13/49	6 and 9	Extrusions, forgings, ingots, castings, rolled and extruded bar stock and semi-finished tubing; and unfinished machine parts, namely, wear-resistant machine elements, corrosion-resistant machine elements and electrically conductive machine elements; rolled metal sheet, wire, and metallic welding rods and arc welding electrodes, all made of copper base alloys.
US	AMP'CO AND DESIGN	71/550,206	02/21/40	514,019	09/06/49	7	Centrifugal pumps.
US	AMP'CO AND DESIGN	71/492,021	07/05/47	501,743	08/24/40	0	Wear resistant and corrosion resistant machine parts of copper base alloy, and generally manually operated non-sparking tools of copper base alloy namely, axes, air

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	CLASS(S)	GOODS
US	AMPCO AND DESIGN	711492,020	11/23/45	426,942	01/21/47	9	Hammer blanks, axes, bars, caulking tools, chisels, drift pins, star drills, wedges, forks, hammers, hatchets, hoes, ice shavers and tongs, knives, nail pullers and sets, packing tools, pestles, chippers, picks, pliers, punches, rakes, saws, scrapers, screw drivers, shovels, spatulas, spray booth kits comprising hammers, scrapers, screwdrivers and chisels, scoops, trowels, vises, and wrenches.
US	AMPCO AND DESIGN	711492,019	11/23/45	423,957	09/17/46	6	Electric terminals and contacts; electric trolley shoes; electric switch contacts; electric resistance and flash welding electrodes; and electrode holders.
US	AMPCO	711467,170	02/05/44	419,045	02/05/46	8	Wrought bronze shapes; forgings; ingots; castings; rolled and extruded bar stock; and unfinished machine parts namely, wear resistant machine elements, corrosion resistant machine elements, and electrically conductive machine elements.
US	AMPCO (STYLIZED LETTERS)	711467,177	02/05/44	410,301	11/21/44	6	Wear resistant and corrosion resistant machine parts of copper base alloy, and generally manually operated non-sparking tools of copper base alloy - namely, axes, air hammer blanks, axes, bars, brushes, castor wheels, caulking tools, chisels, drift pins, star drills, dust pans, wedges, forks, hammers, hatchets, hoes, ice shavers and tongs, knives, nail pullers and sets, packing tools, pestles, chippers, picks, pliers, punches, rakes, saws, scrapers, screw drivers, shovels, spatulas, spray booth kits, scoops, trowels, vises, and wrenches.
US	AMPCO AND DESIGN	71109,787	01/22/17	117,240	06/26/17	6	Wrought bronze shapes; forgings; ingots; castings; rolled and extruded bar stock; and unfinished machine parts, namely, wear resistant machine elements, corrosion resistant machine elements and electrically conductive machine elements. Metals resembling bronze and castings made from said metal.

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	CLASS(ES)	GOODS
US	AMP-TRIDE	71/467,179	02/05/44	411,015	02/06/45	9	Metallic welding rods and arc welding electrodes.
US	AMP-PC-WELD	71/668,809	06/24/54	617,678	12/20/55	1	Fluxing materials for use in welding.
US	AMP-PC-WELD	71/492,022	11/23/45	443,777	02/20/50	9	Spot welding tips and resistance welding electrodes.
US	AMP-COLOY	72/169,098	05/17/63	766,997	03/24/64	6	Roiled and extruded rod.
US	AMP-COLOY AND DESIGN	71/517,395	02/13/47	510,185	05/31/49	6	Roiled and extruded non-ferrous tubing.
US	AMP-COLOY (STYLIZED LETTERS)	71/467,483	02/17/44	507,761	03/22/49	7 and 8	Wear resistant and corrosion resistant finished machine parts of copper base alloy and generally manually operated non-sparking tools of copper base alloy-namely, adzes, air hammer blanks, axes, bars, caulking tools, chisels, drift pins, star drills, wedges, forks, hammers, hatchets, hoes, ice shavers and tongs, knives, nail pullers and sets, packing tools, chippers, picks, pliers, punches, rakes, saws, scrapers, screw drivers, shears, shovels, spatulas, spray booth kits, scoops, towels, vises and wrenches.
US	AMP-COLOY AND DESIGN	71/468,937	04/03/44	415,617	08/14/45	6	Ingots, castings, forgings, and unfinished machine parts of alloy bronze.
US	COPR-TRODE	72/253,202	00/26/66	837,944	10/31/67	6	Tin bronze used for welding copper.
US	W AND DESIGN	74/442,360	09/29/93	1,057,559	10/11/94	9	Copper anodes.
WI	AMP-PC AND DESIGN			6,091	10/20/49	6	Metals and metal castings and forgings.

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	CLASS(ES)	GOODS
VI	AMPICOLOY (STYLIZED LETTERS)			6,090	10/20/49	6, 7 and 11	Metals and metal castings and forgings, electrical apparatus, machines and supplies.
VI	AMPICO			6,009	10/20/49	6	Metals and metal castings and forgings.
CA	AMPICO	091,150		TMDA024,012	11/29/10	9	Copper base and bronze alloys in the form of sand castings, centrifugal castings, forgings, extruded bar stock and finished machine parts.
CA	AMPICO	107,279	3/8/43	UCA016,158	3/8/43	9	bronze ingots, bronze castings, wrought bronze shapes and forgings, wrought bronze rolled and extruded bar stock and tubing, bronze finish machined machinery parts, bronze welded, and non-sparking safety tools.
CA	AMPICOLOY	249,917	9/25/59	TMA115,417	9/25/59	9	Resistance and flash welding electrodes, electrode holders, rolled and extruded non-ferrous tubing, ingots, castings, forgings and unfinished machine parts of alloy bronze, plates, and sheets.
CA	PHOS-TRODE	251,612	6/23/59	TMA117,600	4/14/60	6	Welding rods and wire, namely, metal arc electrodes, inert gas consumable electrodes and filler rods.
CA	AMPICO-TRODE	104,193	4/27/44	UCA019,278	4/27/44	9	Welding rods.

AGREEMENTS

AMPSCO METAL INCORPORATED

PATENT TRANSFER AND ROYALTY AGREEMENT - Dated January 14, 1993, by and between Thomas Nielsen, and Ampco Metal and Ampco Manufacturing, as amended on June 17, 1993, by and among the above parties and Magnacast (together with Ampco Metal and Ampco Manufacturing, collectively "Ampco"), transferring United States Patent No. 4,315,530, filed February 16, 1982, to Ampco.

FOREIGN (EXCLUDING CANADIAN) PENDING AND ISSUED PATENTS

AMPSCO METAL INCORPORATED

Country	Filing Date	Patent No.	Exp. Date	Title	Status
Belgium	09/27/79	079035	09/27/99	Copper-Nickel-Silicon-Chromium Alloy Having Improved Electrical Conductivity (940)	Tax due 09/27/96
Finland	09/24/79	69875	09/24/99	Copper-Nickel-Silicon-Chromium Alloy Having Improved Electrical Conductivity (940)	Tax due 09/24/96
Australia	09/07/79	N/A (status uncertain)	N/A	Copper-Nickel-Silicon-Chromium Alloy	N/A
Spain	10/15/79	N/A (status uncertain)	N/A	Copper-Nickel-Silicon-Chromium Alloy	N/A
Italy	10/15/79	N/A	N/A	Copper-Nickel-Silicon-Chromium Alloy	N/A

Japan	10/03/79	II/A (status uncertain)	II/A	Copper-Nickel-Silicon-Chromium Alloy	II/A
Korea	01/12/80	II/A (status uncertain)	II/A	Copper-Nickel-Silicon-Chromium Alloy	II/A
Sweden	10/26/79	II/A (status uncertain)	II/A	Copper-Nickel-Silicon-Chromium Alloy	II/A
Finland	12/20/90	II/A (status uncertain)	II/A	Improved Copper-Nickel-Silicon-Aluminum Alloy (945)	II/A
Japan	12/26/90	II/A	II/A	Improved Copper-Nickel-Silicon-Aluminum Alloy (945)	Examination due 12/26/97
European	12/02/90	II/A (status uncertain)	II/A	Improved Copper-Nickel-Silicon-Aluminum Alloy (945)	II/A
Portugal	12/26/90	II/A	II/A	Improved Copper-Nickel-Silicon-Aluminum Alloy (945)	Awaiting first action

TRADEMARK SECURITY AGREEMENT

WHEREAS, Ampco Metal Incorporated, a Wisconsin corporation (herein referred to as "Grantor"), owns the Marks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, certain lenders and BHF-Bank Aktiengesellschaft, as Administrative Agent, Letter of Credit Issuer and Arranger for such lenders (the "Lenders") are parties to a Credit Agreement of even date herewith (as the same may be amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and BHF-Bank Aktiengesellschaft, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Mark, including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing,

- including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * * * *

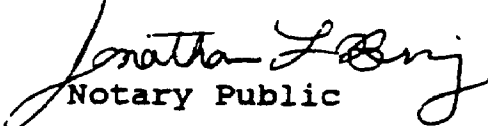
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STATE OF NEW YORK)

COUNTY OF NEW YORK)

ss.:

On the 17th day of April, 1998 before me personally came Robert E. Gross to me personally known to me the person described in and who executed the foregoing instrument as Vice President Finance of Ampco Metal Incorporated, who being by me duly sworn, did depose and say that [s]he is a Vice President Finance of Ampco Metal Incorporated, the corporation described in and which executed the foregoing instrument; that [s]he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that [s]he signed his[her] name thereto by like order; and that [s]he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

[Seal]

My commission expires: 12/9/98

JONATHAN L. BING
Notary Public State of New York
No. 02B15070204
Qualified in New York
Commission Expires December 09, 1998

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FOREIGN (EXCLUDING CANADIAN) TRADEMARK REGISTRATIONS

AMPICO METAL INCORPORATED

Country	Mark	Regist. No.	Issue Date	Class	Goods	Status
Argentina	AMPICO	958033	01/25/47	4	Copper base metal and copper base alloys	Re-Renewal 02/06/00
Brazil	AMPICO	1232/ 03352234	01/22/46	6	Industry and commerce of metals	Use and Re-Renewal 07/22/96
Brazil	AMPICO	1232/ 02220415	02/18/48	8	Industry and commerce of tools	Use and Re-Renewal 02/18/98
Chile	AMPICO	432798	01/02/45	8	Hand tools and implements in general not comprised in other classes; anvils and work tables; marking apparatus; cutlery and cutting instruments, stabling weapons; table cutlery and dining room, kitchen and pantry instruments and implements, grinders and sharpening apparatus	Re-Renewal 01/04/04
France	AMPICO	1044256 Renewal #1448139	N/A	6, 7, 8	Corrosion-resistant and wear-resistant copper alloy machine parts, and copper alloy hand tools in general which do not give out sparks; adzes, pneumatic hammers, blanks and sprues, axes, rods, brushes, swiveling wheels, rauling irons, riveting hammers, chisels, pins and mandrels, star drill, hand dust shovels, wedges and key bolts, keys, forks, hammers, hatchets, various hoes, ice cutters and pliers, knives, nail extractors and tool sets, tools for wrapping, pestles, cutters for wood, picks, pliers and tongues, chisels, rakes, saws, tools for scraping and scrubbing, screw drivers, shears, shovels, spatulas, vaporizing cans, necessities, dredger buckets and greasing cutters, sockets, vices, keys and wrenches bronze-wrought, forgings, ingots, castings, bars obtained by rolling and extrusion, raw machine parts, machine parts having an electrical conductivity	Re-Renewal 02/02/98

Country	Mark	Regist. No.	Issue Date	Class	Goods	Status
Germany	AMPCO	010215	0-1/12/66	6, 7, 8, 9	Wrought bronze shapes; forgings; ingots, castings; rolled and extruded bar stock; unfinished wear resistant and corrosion resistant as well as electrically conductive machine parts made from copper alloys, namely parts of pumps, compressors, electric motors, as far as included in Class 7, internal combustion engines, as far as included in Class 7, agricultural machines, machine tools, printing machines, cranes and excavating devices as well as aircraft; electric terminals and contacts; electric trolley shoes, electric switch contacts, electric resistance and flash welding electrodes, electrode holders, generally manually operated tools of copper base alloy, namely axes, air hammer blanks, axes, bars, caulking tools, chisels, drill pins, star drills, wedges, forks, hammers, hatchets, and sets, packing tools, pestles, chippers, picks, shears, shovels, spatulas, tool kits comprising hammers, scrapers, screw drivers, chisels, scoops, trowels, vices and wrenches, extruded bar stock and semi-finished rolled metal sheet tubes, wire metallic welding rods, arc welding electrodes made of copper alloys, all the foregoing metal goods being made of copper base alloys	No-Renewal 01/20/00
Gr. Britain	AMPCO (Stylized)	620568	11/1	6	Copper and copper alloys	No-Renewal 05/30/07
India	AMPCO	334986	08/30/05	6	Non-precious metal alloys	No-Renewal 03/23/09

Country	Mark	Regist. No.	Issue Date	Class	Goods	Status
Italy	AMP'CO	307468	06/17/53	6, 7, 8, 9	Wear-resistant and corrosion-resistant machine parts of copper base alloy, and generally manually operated non-sparking tools of copper base alloy; adzes, air hammer blanks, axes, bars, brushes, castor wheels, caulking tools, chisels, drift pins star drills, dust pans, wedges, forks, hammers, hatchets, hoes, ice shavers and tongs, knives, nail pullers and sets, packing tools, pestles, chippers, picks, pliers, punches, rakes, saws, scrapers, screw drivers, sl ears, shovels, spatulas, spray booth kits, scoops, trowels, wrenches; wrought bronze shapos; forgings; ingots, castings; rolled and extruded bar stock; and unfinished machine parts; wear resistant machine elements, corrosion-resistant machine elements, and electrically conductive machine elements.	No Renewal 06/17/03
Japan	AMP'CO	622272	07/30/63	9	Electrical resistance welding apparatus and parts, electric welding rods	No Renewal 07/30/03
S. Korea	AMP'CO	60729	04/17/80	32	Copper-base alloy, copper-base alloy rolled products, copper metal, aluminum base alloy and copper plate	No Renewal and Use 04/17/00
Mexico	AMP'CO	126431	05/31/65	14	Metals and metal castings and forging, including resistance welding tips and electrodes, but without including metal and alloys with a copper base	No Renewal and Use 05/30/00
Mexico	AMP'CO	176955	05/31/65	21	Electric resistance welding apparatus and parts and accessories therefor	No Renewal and Use 05/31/00
S. Africa	AMP'CO	03/6725	05/20/85	7	Machines and machine parts, including wear resistant and corrosion resistant machine parts of copper base alloy	No Renewal 09/20/03
S. Africa	AMP'CO	03/6726	05/20/85	8	Hand tools and instruments including manually operated non-sparking tools of a copper base alloy such as adzes, air hammer blanks, axes, bars, caulking tools, chisels, drift pins, star drills, wedges, forks, hammers, hatchets, hoes, ice shavers and tongs, knives, nail pullers and sets, packing tools, pestles, chippers, picks, pliers, punches, rakes, saws, scrapers, screw drivers, shears, shovels, spatulas, spray booth kits, scoops, trowels, and wrenches	No Renewal 09/20/03

Country	Mark	Regist. No.	Issue Date	Class	Goods	Status
Argentina	AMPCOLOY	1444461	05/31/93	6	Metals used in industries, wrought or partly wrought not otherwise classified, products of foundries, blacksmith and boiler works, especially rolled and extruded non-ferrous tubing, ingots, castings, forgings and unfinished machine parts of alloy bronze, plates and sheets	No-Renewal due 05/31/03
Germany	AMPCOLOY	761815	05/11/62	6,7, 8,9	Ingots, castings, forgings, and partly finished machine parts of copper and bronze alloys, rolled and cut in wire cutting presses, semi-finished materials of common metals (except iron), in the shape of tubes and rods, welding electrodes and holders for welding electrodes, electric terminals and contacts, trolley shoes, switch contacts, electric resistances and flash welding electrode holders, tools made from copper alloys including adzes, air hammer blanks, axes, crowbars, caulking tools, chisels, drift pins, star drills, wedges, forks, hammers, hatchets, ice shavers and tongs, knives, nail pullers, packing tools, chippers, picks, pliers, punches, saws, scrapers, screw drivers, shears, shovels, spatulas, trowels, vices and wrenches, sprayers for disinfectants, for use in horticultural and in agriculture as well as in air purification, tacks and scoops	No-Renewal 10/01/99
India	AMPCOLOY	334985	03/27/78	6	Non-previous metal alloys	No-Renewal 03/27/99
Japan	AMPCOLOY	724543	11/11/66	6	Metal in the form of ingots, bars, plates, sheets and the like	No-Renewal and Use 08/11/96
S. Korea	AMPCOLOY	68730	04/17/80	32	Copper-base alloy, copper-base alloy rolled products, copper metal, aluminum base alloy and copper plate	No-Renewal 02/17/00
Mexico	AMPCOLOY	123009	02/18/65	14	All goods in Class 14 especially alloy rods, castings and wrought products, resistance welding tips and electrodes	Renewal and Use 02/17/00
Brazil	AMPCO-TIHOUE	12321 00621768 0	01/10/76	6	Industry and commerce of electrodes	Renewal and Use 01/10/98
Germany	AMPCO-TIHOUE	643164	08/26/53	6,9	Metallic welding rods and arc welding electrodes	No-Renewal 07/16/02

Country	Mark	Regist. No.	Issue Date	Class	Goods	Status
Italy	AMPICO-TRODE	142263	01/18/50	6,9	Metallic welding rods and arc welding electrodes	No-Renewal 01/17/98
Japan	AMPICO-TRODE	625614	10/03/63	11	Electrically conductive machine elements, welding electrodes including arc welding electrodes, electric resistance and flash welding electrodes, and electrode holders, and electric terminals and contacts, and all other goods in Class 11	No-Renewal due 11/25/01
Mexico	AMPICO-TRODE	347275	04/22/89	14	Metals and metal castings and forgings, including arc welding electrodes and soldering rods mainly of copper alloys	Renewal and Use due 12/29/01
S. Africa	AMPICO-TRODE	01/6729	02/25/85	6	Metallic welding rods and other welding consumables included in Class 6	No-Renewal 09/20/03
S. Africa	AMPICO-TRODE	01/6730	02/25/85	9	Electrodes, including arc welding electrodes	No-Renewal 09/20/03
Sweden	AMPICO-TRODE	112480	03/26/65	6,9	Metal electrodes; arc welding electrodes	No-Renewal due 03/26/05
India	AMPICO-WELD	334987	03/27/78	9	Resistance welding electrodes	No-Renewal 03/27/99