

4/29/02

05-22-2002

APR 23

Form PTO-1594  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings

102098822

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ampco Metal Incorporated

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Wisconsin
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Trademark License

Execution Date: April 12, 2002

2. Name and address of receiving party(ies)

Name: Ampco Metal Incorporated

Internal Address: \_\_\_\_\_

Street Address: 1745 South 38<sup>th</sup> Street

City: Milwaukee State: WI ZIP: 53215

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached?  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

419,045

Additional numbers attached?  Yes  No

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

Name: Joan L. Long

Internal Address: Mayer, Brown, Rowe & Maw

Street Address: 190 S. LaSalle St.

City: Chicago State: IL Zip: 60003

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Joan L. Long  
Name of Person Signing

[Signature]  
Signature

2/29/02  
Date

Total number of pages including cover sheet, attachments, and documents: 5

05/20/2002 BYRME 00000131 419045  
01 FC:481

40.00 UP Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

1132434 1 042502 1443C 063

TRADEMARK  
REEL: 002511 FRAME: 0129

## TRADEMARK LICENSE AGREEMENT

**THIS AGREEMENT** by and among Ampco Metal Incorporated, a Wisconsin corporation, as debtor and debtor-in-possession and Magnacast Inc., an Illinois corporation, as debtor and debtor-in-possession (hereinafter collectively "Seller") and Ampco Metals Incorporated, a Delaware corporation and wholly owned subsidiary of United Stars Holdings, Inc., a Delaware corporation (hereinafter "Purchaser"), shall be effective as of the 12<sup>th</sup> day of April, 2002 ("Effective Date").

### **WITNESSETH:**

**WHEREAS**, Seller has or may have certain rights in and to the trademark registrations and/or trademark applications listed on the attached Schedule A (the "Marks");

**WHEREAS**, the Marks are registered for multiple goods and/or services; and

**WHEREAS**, Purchaser desires to use the Marks in connection with some but not all of the goods listed in the registrations set forth in Schedule A.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree and covenant as follows:

### LICENSE

1.01 Seller hereby grants to Purchaser, an exclusive license to use the Marks for a period of ninety-nine (99) years from the Effective Date in connection with the manufacture, distribution and sale of metal machine parts and alloys ("Products").

## **RIGHTS AND OBLIGATIONS**

2.01 Purchaser agrees that the Products sold under the Marks will meet or exceed the quality of the Products being sold by Seller under the Marks at the time of the execution of this Agreement. Purchaser agrees to permit Seller to check the quality of Products sold under any of the Marks, upon reasonable request, for the sole purpose of verifying Purchaser's compliance with the terms of this clause of the Agreement.

2.02 Purchaser agrees that at no time in the future will Purchaser register the mark "Ampco" in connection with the manufacture, distribution and sale of hand tool or safety tool goods in connection with the Safety Tools Operation (as defined in the Asset Purchase Agreement) in the countries set forth in Schedule A, hereto.

2.03 Seller agrees to cooperate with Purchaser in all efforts to enforce rights under the Marks, including joining in enforcement proceedings as required by law.

2.04 Seller acknowledges that Purchaser has acquired rights in trademark registrations for the mark AMPCO, apart from this License.

## **TERMINATION**

3.01 The term of this Agreement shall be for ninety-nine (99) years. Any material failure by Purchaser to meet the quality standards set forth in Section 2.01 shall constitute a material breach of this Agreement. Seller may terminate this Agreement for such breach upon thirty (30) days written notice to Purchaser. Termination will be effective only if Purchaser fails to cure such material breach within ninety (90) days of said notice.

## **MISCELLANEOUS**

4.01 This Agreement sets forth the entire agreement and understanding between the parties hereto as to the subject matter of this Agreement and merges all prior discussions between

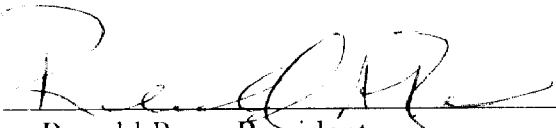
them. The parties shall not be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly set forth herein or as duly set forth in subsequent modification(s), supplement(s) or agreement(s) properly executed by a duly authorized representative of the party or parties to be bound thereby.

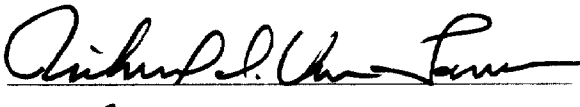
4.02 Purchaser acknowledges that any other licensees of the Marks shall be deemed to be third party beneficiaries under this Agreement.

4.03 This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

AMPCO METAL INCORPORATED

UNITED STARS HOLDINGS, INC.

By:   
Ronald Page, President

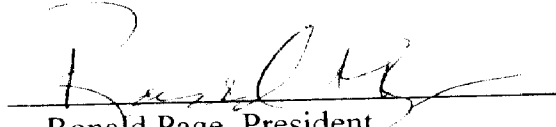
By:   
Name: Richard D. Van Laven

Title: PRESIDENT

Date: 4-12-02

Date: 4/11/02

MAGNACAST INC.

By:   
Ronald Page, President

Date: 4-12-02

**SCHEDULE A**

**TRADEMARKS**

<b>MARK</b>	<b>COUNTRY/STATE</b>	<b>CLASS</b>	<b>SERIAL NO./REG. NO.</b>	<b>FILING DATE/REG. DATE</b>	<b>STATUS</b>
AMPCO	Canada	6	UCA018,158	03/08/43	Registered
AMPCO	US	8	419,045	02/05/46	Registered

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