

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ampco Metal Incorporated		11/25/2003	CORPORATION: DELAWARE
AmpcoCast, Inc.		11/25/2003	CORPORATION: DELAWARE
Ampco Production, Inc.		11/25/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ampco Acquisition Incorporated
Street Address:	1117 East Algonquin Road
City:	Arlington Heights
State/Country:	ILLINOIS
Postal Code:	60005
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	117240	AMPCO
Registration Number:	410301	AMPCO
Registration Number:	411815	AMPCO-TRODE
Registration Number:	415617	AMPCOLOY
Registration Number:	423957	AMPCO
Registration Number:	510185	AMPCOLOY
Registration Number:	514819	AMPCO
Registration Number:	766997	AMPCOLOY
Registration Number:	2798274	MOLDMATE
Registration Number:	837944	COPR-TRODE
Registration Number:	419045	AMPCO
Registration Number:	426942	AMPCO

CORRESPONDENCE DATA

**900006460**

**TRADEMARK  
 REEL: 002816 FRAME: 0001**

**OP \$315.00 117240**

Fax Number: (312)706-9150  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-701-8607  
Email: cdore@mayerbrownrowe.com  
Correspondent Name: Joan L. Long  
Address Line 1: P.O. Box 2828  
Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:

Joan L. Long

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made this 25th day of November, 2003, by and among Ampco Metal Incorporated, a Delaware corporation ("Ampco Metal"), AmpcoCast, Inc., a Delaware corporation ("AmpcoCast"), Ampco Production, Inc., a Delaware corporation ("Ampco Production") (collectively, Ampco Metal, AmpcoCast and Ampco Production are referred to as the "Sellers") and Ampco Acquisition Incorporated, an Illinois corporation ("Buyer").

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of September 24, 2003, between Sellers and Ampco Metal S.A., as amended by the letter agreement between Sellers, Buyer and Ampco Metal S.A. as of November 25, 2003 (which amendment includes, among other things, an assignment of the rights and obligations of Ampco Metal S.A. to Buyer subject to the restrictions set forth therein) (the "Asset Purchase Agreement"), Buyer has agreed to purchase the Purchased Assets, including the Intangible Assets (as such terms are defined in the Asset Purchase Agreement).

WHEREAS, pursuant to Section 7(a)(vi) of the Asset Purchase Agreement, Sellers have has agreed to execute this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Sellers,

Sellers hereby irrevocably grant, assign and convey to Buyer Sellers' entire right, title and interest in and to:

- (a) The United States patent (including any and all divisionals, continuations, continuations-in-part, reissues or reexaminations thereof) described in Schedule 1(b) hereto;
- (b) The trademarks described in Schedule 1(b) hereto, and the goodwill of the Business (as defined in the Asset Purchase Agreement) symbolized thereby;
- (c) The Domain Names described in Schedule 1(b) hereto, and the goodwill of the Business (as defined in the Asset Purchase Agreement) symbolized thereby;
- (d) The trade secrets described in Schedule 1(b) hereto;
- (e) The copyright registrations described in Schedule 1(b) hereto;
- (f) The Trademark License Agreement dated April 12, 2002 between Ampco Metal Inc. (Wis.) and Magnacast Inc. and United Stars Inc. and Ampco Metal Inc. (Del.) (described in Schedule 1(b) hereto) regarding the trademarks: Canadian mark UCA 018,158 and United States mark 419,045 (which License Agreement was recorded at the United States Patent and Trademark Office at Reel and Frame number 002511/0129); and

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(B) Any and all other United States, international, and foreign trademarks, trade names, and domain names (and the goodwill of the Business symbolized thereby), patents and patent applications (and all divisional, continuation, continuation-in-part, re-examination, and reissue applications based thereon), and copyrights (and all applications for any of the foregoing), whether registered or existing at common law, any and all intellectual property agreements of the Sellers, and all customer lists, technical know-how, trade secrets, designs, specifications, formulations, confidential information, intellectual property, and similar intangible assets of the Sellers, in each such case, used in connection with the Business (as defined in the Asset Purchase Agreement).

[Signature page follows]

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IN WITNESS WHEREOF, Seller has caused this Assignment to be executed and delivered as of the date first above written.

AMPCO METAL INCORPORATED

By: Walter M. De [Signature]  
Its: Corporate Secretary and Treasurer

AMPCOCAST, INC.

By: Walter M. De [Signature]  
Its: Corporate Secretary and Treasurer







AMPCO PRODUCTION, INC.

By: Walter M. De [Signature]  
Its: Corporate Secretary and Treasurer

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**SCHEDULE A**

**TRADEMARKS\***

MARK	COUNTRY /STATE	CLASS	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
	US	6	117,240	06/26/17	Registered
AMPCO	US	6	410,301	11/21/44	Registered
AMPCO-TRODE	US	9	411,815	02/06/45	Registered
	US	6	415,617	08/14/45	Registered
	US	6	423,957	09/17/46	Registered
	US	9	426,942	01/21/47	Registered
	US	6	510,185	05/31/49	Registered
	US	7	514,819	09/06/49	Registered
AMPCOLOY	US	6	766,997	03/24/64	Registered
MOLDMATE	US		2798274	12/23/03	Registered
COPR-TRODE	U.S.	34	837944	10/31/67	Registered
AMPCO	US		419045	02/05/46	Registered