

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
Ampco Production, Inc.		11/25/2003	CORPORATION: DELAWARE
AmpcoCast, 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: 11

Property Type	Number	Word Mark
Registration Number:	0410301	AMPCO
Registration Number:	0423957	AMPCO
Registration Number:	0419045	AMPCO
Registration Number:	0514819	AMPCO
Registration Number:	0117240	AMPCO
Registration Number:	0426942	AMPCO
Registration Number:	0510185	AMPCOLOY
Registration Number:	0415617	AMPCOLOY
Registration Number:	0766997	AMPCOLOY
Registration Number:	0411815	AMPCO-TRODE
Registration Number:	0837944	COPR-TRODE

CORRESPONDENCE DATA

Fax Number: (414)277-0656

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414.271.6560
Email: mkeipdocket@mbf-law.com
Correspondent Name: Michael Best & Friedrich LLP
Address Line 1: 100 East Wisconsin Avenue
Address Line 2: Suite 3300
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	12457-0002 US00
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NAME OF SUBMITTER:	Christopher B. Austin
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Total Attachments: 5

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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 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. (Wia.) and Magnacast Inc. and United Stars Inc. and Ampco Metal Inc. (Del.) (described in Schedule 1(b) hereto) regarding the trademarks: Canadian mark UCA 018,138 and United States mark 419,045 (which License Agreement was recorded at the United States Patent and Trademark Office at Reel and Frame number 002531/0129); and

(g) 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]

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. Lee
Its: Corporate Secretary and Treasurer

AMPCOCAST, INC.

By: Walter M. Lee
Its: Corporate Secretary and Treasurer

AMPCO PRODUCTION, INC.

By: Walter M. Lee
Its: Corporate Secretary and Treasurer

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SCHEDULE 1

**Schedule 1(b)
Intangible Assets**

Intellectual Property Disclosure

Mark	Country/State	Class	Serial No./ Reg. No.	Filing Date Reg. Date	Status
AMPCO	Argentina	4	1797315	10/24/68	Registered
AMPCO	Canada		11CA18158	03/08/88	Registered
AMPCO	India	6	334986	03/27/78	Registered
AMPCO	Japan	9	622272	07/30/73	Registered
AMPCO	Korea	6	40-68729	04/17/80	Registered
AMPCO	Mexico	21	126955	05/31/65	Registered
AMPCO	Mexico	14	126431	05/31/65	Registered
AMPCO	South Africa	6	83/6724	09/20/83	Registered
AMPCO	South Africa	7	83/6725	09/20/83	Registered
AMPCO	South Africa	8	83/6726	09/20/83	Registered
AMPCO	USA	14	410301	11/21/44	Registered
AMPCO	USA	14	423957	09/17/46	Registered
AMPCO	US	14	419045	02/05/46	Registered
AMPCO	USA	23	514819	09/06/49	Registered
AMPCO	Canada		TMDA24012	11/29/18	Registered
AMPCO AND DESIGN	USA	14	117230	06/26/17	Registered
AMPCO AND DESIGN	USA	21	426942	01/21/47	Registered
AMPCOLOY	Argentina	6 & 9	1444461	03/09/71	Registered
AMPCOLOY	Canada		115417	09/25/59	Registered
AMPCOLOY	USA	13	510185	05/31/49	Registered
AMPCOLOY	USA	14	415617	8/14/45	Registered
AMPCOLOY	USA	14	766997	03/24/64	Registered
AMPCO- TRODE	Brazil	6	006217680	01/10/76	Registered
AMPCO- TRODE	Canada	11	UCA19278	04/26/44	Registered
AMPCO- TRODE	Japan	11	623644	10/03/63	Registered
AMPCO- TRODE	Mexico	9	347275	04/22/88	Registered
AMPCO- TRODE	South Africa	9	83/6730	09/20/83	Registered
AMPCO- TRODE	South Africa	6	83/6729	09/20/83	Registered

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TRODE					
AMPCO-TRODE	USA	14	411813	02/06/45	Registered
COPR-TRODE	USA	34	837944	10/31/67	Registered
MOLDMATE	Canada		581128	05/09/03	Registered
MOLDMATE	Israel	6	148509	04/09/02	Registered
MOLDMATE	USA		76/147281	10/16/2000	Published
PHOS-TRODE	Canada	11	117600	04/14/60	Registered

Transferred Trademark License:

Seller transfers to Purchaser all rights in 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.) regarding the trademarks: Canadian mark UCA 018,158 and US mark 419,045. The license was recorded at the US Patent and Trademark Office at Rec'd and Exam number 002511/0129.

Co-Existence Agreement:

Trademark

Seller has entered a consent agreement with Ampco Partners, Ltd. of Garland Texas, which contains restrictions on the use of AMPCO trademark. A copy of the consent agreement is attached as Appendix A to this schedule.

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