

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 Acquisition Incorporated		11/25/2003	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	Ampco Metal S.A.
Street Address:	Rte de Chessales 9
City:	Marly
State/Country:	SWITZERLAND
Postal Code:	CH-1723
Entity Type:	CORPORATION: SWITZERLAND

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
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414.271.6560

CH \$290.00 0410301

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

DOMESTIC REPRESENTATIVE

Name: Michael Best & Friedrich LLP
Address Line 1: 100 East Wisconsin Avenue
Address Line 2: Suite 3300
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER: Christopher B. Austin

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), dated as of November 25, 2003 is made by and between Ampco Acquisition Incorporated, an Illinois corporation ("Seller"), and Ampco Metal S.A., a corporation organized and existing under the laws of Switzerland ("Purchaser").

WHEREAS, Seller is a wholly owned subsidiary of Purchaser, and is engaged in the business of manufacturing copper alloys using extrusion and continuous-casting processing, for sale to metal distributors from its location in Arlington Heights, Illinois;

WHEREAS, Seller owns valuable Intangible Assets (as defined below) related to Seller's business;

WHEREAS, it is Purchaser's business practice to own and manage all of the intellectual property assets of its subsidiaries at the parent company level, and as such, Purchaser desires to acquire the Intangible Assets upon terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:


(a) "Affiliate" means any corporation, partnership, or other entity which directly or indirectly controls, is controlled by, or is under common control with a party. "Control" of an entity shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies of such entity through ownership of voting securities, contract, or otherwise.

(b) "Effective Date" has the meaning set forth in Section 5 of this Agreement.

(c) "Intangible Assets" means any intellectual property owned, controlled, developed, or acquired, in whole or in part, by Seller before or after the Effective Date (as defined below), and shall include but not be limited to all United States, international and foreign patents, patent applications, formulations, trademarks, trade names and copyrights (and all applications for any of the foregoing), whether registered or existing at common law, all customer lists, technical know-how, trade secrets, designs, specifications, confidential information, intellectual property and similar intangible assets of the Seller, including those described on Schedule 1, and all right, title, and interest of the Seller under the agreements and contracts described on Schedule 2 (the "Assigned Contracts").

2. Transfer of Intangible Assets. Subject to the terms and conditions of this Agreement, Seller agrees to sell and deliver to Purchaser, and Purchaser agrees to purchase and accept from Seller, all of the right, title and interest of Seller in and to the Intangible Assets.

3. Access to Seller's Intangible Assets: Technical Assistance. At the request of Purchaser, Seller shall supply Purchaser with any and all documentation available to or under the

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control of Seller relevant to the Intangible Assets. Should Purchaser require additional copies of documentation related to the Intangible Assets, Seller shall provide such copies. Seller shall assist Purchaser and provide appropriate personnel to assist Purchaser in its exploitation of the Intangible Assets promptly upon, and in compliance with, the reasonable request of Purchaser.

4. Purchase Price and Payment.

(a) Amount. In consideration of Seller's sale, assignment and transfer of the Intangible Assets and Seller's agreement to perform the terms, covenants and conditions of this Agreement, Purchaser shall pay to Seller a purchase price (the "Purchase Price") of \$500,000 United States dollars.

(b) Payment of Purchase Price. The Purchase Price shall be paid by Purchaser to Seller in immediately available funds.

5. Term. This Agreement shall be deemed effective as of November 25, 2003 (the "Effective Date").

6. Misappropriation and Infringement. Each party must provide written notice to the other promptly after becoming aware of any misappropriation or threatened misappropriation or infringement of the Intangible Assets.

7. Limitations on Representations and Warranties. Purchaser acknowledges and agrees that the Intangible Assets are being conveyed "AS IS, WHERE IS." Seller makes no express or implied representations or warranties of any kind whatsoever, including any representation or warranty as to the condition, merchantability or fitness for a particular purpose of any Intangible Asset, the income derived or potentially to be derived from any Intangible Asset, or the expenses incurred or potentially to be incurred in connection with any Intangible Asset. Purchaser acknowledges and agrees that it has had access to the information and records (financial, legal, and otherwise) made available by Seller related to the Intangible Assets and that it has examined, reviewed and inspected the same and has investigated all other matters which in Purchaser's judgment bear upon the Intangible Assets and upon their value and suitability for Purchaser's purposes. Purchaser acknowledges that neither Seller nor anyone on behalf of Seller has made any representation or warranty regarding the Intangible Assets, the value, nature or quality of the Intangible Assets, any income to be derived from the Intangible Assets, the suitability of the Intangible Assets for any activities or uses which Purchaser may wish to conduct, or compliance of the Intangible Assets with any law, rule or regulation.

8. General.

(a) Notices. All notices to be given under this Agreement shall be in writing to the individuals and addresses below, shall be delivered by registered mail return-receipt-requested or by private courier, and shall be deemed received upon actual receipt by the party to whom notice is given.

To Seller:

Luis Berto
Ampco Acquisition Incorporated
1117 Algonquin Road
Arlington Heights, IL 60005
USA

To Buyer:

Jacques Bovey
Ampco Metal S.A.
9, rte de Chesalles
CH-1723
Marly, Switzerland

The respective names and addresses given above may be unilaterally changed by the respective party at any time by notice to the other party.

(b) Non-Exclusivity. Seller's and Purchaser's remedies hereunder shall be cumulative and nonexclusive.

(c) Amendment and Severability. This Agreement may only be amended by a written agreement of Seller and Purchaser. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall not in any way be affected or impaired thereby.

(d) Waiver. No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of that or any other provision of this Agreement.

(e) Benefit. This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by Purchaser and Seller and their successors and permitted assigns.

(f) Expenses. All expenses incurred by Seller and Purchaser in connection with the transactions contemplated hereby, including legal and accounting fees and any and all taxes applicable to or arising out of such transactions, shall be the responsibility of and for the account of the party who ordered the particular service or incurred the particular expense, except any and all federal, state, county, local, or other transfer, recording or other similar tax, fee or charge imposed on the sale, transfer or assignment of any of the Intangible Assets, or the recording of any interest or document in connection therewith (but excluding any tax imposed upon, or measured by, the net income, gains or profits from such sale, transfer or assignment), shall be borne and paid by Seller.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

(h) Headings. The headings of the Sections herein are inserted for convenience and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

(i) Independent Contractors. Seller and Purchaser expressly affirm that each is acting under this Agreement as an independent contractor, and under no circumstances shall any employees of one party be deemed the employees of the other.

(j) Complete Agreement. This Agreement is the complete and exclusive agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral, and other communications between the parties relating to the same subject matter.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Illinois, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF the parties have had their authorized representatives execute this Agreement.

AMPCO ACQUISITION INCORPORATED

By: _____

Luis Benito, Interim President

AMFCO METAL S.A.

By: _____

Jacques Bowey, Chief Financial Officer

By: _____

Luis Benito, Managing Director

SCHEDULE B

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		10CA18158	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	11	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	117240	06/26/47	Registered
AMPCO AND DESIGN	USA	21	426942	01/21/47	Registered
AMPCOLOY	Argentina	6 & 9	1444461	03/09/71	Registered
AMPCOLOY	Canada		113417	09/23/59	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	317275	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	411815	02/06/45	Registered
TRODE					
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
PIROS-TRODE	Canada	11	17600	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 States Inc. and Ampco Metal Inc. (Del.) regarding the trademarks: Canadian mark U/A 018,158 and US mark 419,045. The license was recorded at the US Patent and Trademark Office at Reel and Frame number 002941/0130.

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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