

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ampco Metal S.A.		11/25/2003	CORPORATION: SWITZERLAND

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:	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
Serial Number:	76147281	MOLDMATE

CORRESPONDENCE DATA	
Fax Number:	(414)277-0656
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

CH \$315.00 0410301

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
-------------------------	-----------------

NAME OF SUBMITTER:	Christopher B. Austin
--------------------	-----------------------

Total Attachments: 10

source=License Agreement (A0935766)_Page_01#page1.tif
source=License Agreement (A0935766)_Page_02#page1.tif
source=License Agreement (A0935766)_Page_03#page1.tif
source=License Agreement (A0935766)_Page_04#page1.tif
source=License Agreement (A0935766)_Page_05#page1.tif
source=License Agreement (A0935766)_Page_06#page1.tif
source=License Agreement (A0935766)_Page_07#page1.tif
source=License Agreement (A0935766)_Page_08#page1.tif
source=License Agreement (A0935766)_Page_09#page1.tif
source=License Agreement (A0935766)_Page_10#page1.tif

LICENSE AGREEMENT

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

WHEREAS, Licensee is a wholly owned subsidiary of Licensor, 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;

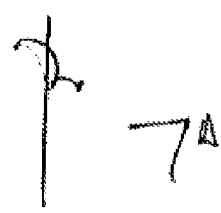
WHEREAS, Licensor owns valuable Intangible Assets (as defined below) related to Licensee's business;

WHEREAS, Licensor desires to provide Licensee with rights to use Licensor's Intangible Assets under the terms and conditions herein set forth for the purpose of Licensee's business; and Licensee desires to acquire such rights upon the 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 3(a) of this Agreement.
- (c) "Gross Sales" means the total amount paid to Licensee and Licensee's Affiliates from the first sale by them of Licensed Products to another, whether an Affiliate or a third party, excluding finance charges, taxes on sales and reasonable invoiced charges for shipping and handling which are separately identified on an invoice for a sale.
- (d) "Intangible Assets" means any intellectual property owned, controlled, developed, or acquired, in whole or in part, by Licensor 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 Licensor, including those described on Schedule 1, and all right, title, and interest of the Licensor under the agreements and contracts described on Schedule 2 (the "Assigned Contracts").

- (e) "Licensed Products" means Products on and in connection with which the Trademarks are used, including those marks referred to in Schedule 1.
- (f) "Products" means all products made using the Intangible Assets or that fall within the scope of the Intangible Assets.
- (g) "Territory" means North America.
- (h) "Trademarks" means all trademarks and service marks which Licensor owns or has the right to license or sublicense which are necessary or desirable for Licensee to exercise its rights under this Agreement, including those marks identified on Schedule 1.

2. Grant of Intellectual Property License. Licensor grants to Licensee a non-exclusive license to exploit the Intangible Assets to manufacture, use, sell, import, and export Products in the Territory. No right is given to Licensee to sublicense any of the rights granted hereunder. Licensee may only sublicense rights granted hereunder with the advance written consent of Licensor, which consent Licensor may withhold in its sole discretion.

3. Access to and Treatment of Licensor's Proprietary Information; Technical Assistance.

(a) Licensor shall supply Licensee with sufficient documentation for the purpose of Licensee's licensed use of Licensor's Intangible Assets. Should Licensee require additional copies of the Intangible Assets, Licensor shall provide such copies.

(b) Licensee shall be solely responsible for supervision, management and control of its use of the Intangible Assets, including but not limited to, determining the appropriate use of the Intangible Assets in its business and assuring the confidentiality of the Intangible Assets.

(c) Licensee shall maintain the confidentiality of all Intangible Assets by affirmatively undertaking the following measures without limitation, and by undertaking all other measures that can reasonably be taken by Licensee to maintain the confidentiality of the Intangible Assets:

(i) limiting access to the Intangible Assets to those employees or consultants whose use or access to the Intangible Assets is necessary for the licensed use by Licensee;

(ii) storing all embodiments of the Intangible Assets under lock and key and restricting access thereto on a need-to-know basis;

Handwritten signature and initials, possibly 'J' and '7'.

(iii) using confidentiality agreements with employees, individuals and third-parties having access to the Intangible Assets;

(d) Licensee will also be responsible that any permitted sublicensee of Intangible Assets as set forth in Section 2 above shall take the above identified measures to maintain the confidentiality of such Intangible Assets

(e) Licensee and any permitted sublicensee as set forth in Section 2 above shall have no obligations with respect to information which: (i) Licensee can demonstrate by written evidence was at the time of this Agreement publicly available; (ii) becomes publicly available through no fault of Licensee; or (iii) is lawfully obtained by Licensee from a third party not subject to any obligation of confidentiality or restriction on use.

4. Ownership, Intangible Assets. Title in and to the Intangible Assets and any modifications, enhancements, improvements and updates to the Intangible Assets and all copies thereof obtained by Licensee shall be and remain the sole property of Licensor.

5. Marketing. Licensee undertakes to use commercially reasonable efforts to promote the sale of the Licensed Products in the Territory.

6. Payments and Reports.

(a) In consideration of the non-exclusive license granted by Licensor to Licensee hereunder, Licensee shall pay to Licensor royalties in the amount of 0.5% of Gross Sales.

(b) All royalties are payable to Licensor on a quarterly basis and shall be remitted in April, July, October and January, respectively, no later than 30 days after the end of the immediately preceding calendar quarter to which they relate. The first payment shall be delivered within 30 days after the end of the calendar quarter containing the Effective Date. Licensee shall be responsible for payment to Licensor for sales made by any permitted sublicensees as set forth in Section 2 above.

(c) Concurrently with its payment of royalties for each calendar quarter during the term of this Agreement, Licensee must deliver to Licensor written reports pertaining to Licensee's manufacture, use and/or sale of Licensed Products and containing all necessary data needed to calculate any royalty payments due with reasonable certainty. If in any quarter Licensee has not realized any sales for which royalties are payable, or if for any reason such payments are not due, Licensor shall so report. The first report shall be due contemporaneously with the first payment.

7. Acknowledgements and Representations.

(a) Licensee acknowledges that the Intangible Assets consists of confidential and valuable assets which constitute trade secrets and as such are protected by law.

Handwritten signature and initials, possibly 'J' and '7A', located at the bottom right of the page.

(b) Licensee represents and warrants that it is fully capable of entering into and fulfilling the obligations set forth in this Agreement and that it is not subject to any obligations that would restrict its performance hereunder.

(c) Licensee acknowledges Licensor's ownership and/or other rights in the Intangible Assets and Trademarks.

(d) Licensee undertakes not to take any action to intentionally publicly disclose the Intangible Assets, in whole or in part, during the term of this Agreement.

8. Term; Termination.

(a) This Agreement shall be deemed effective as of November 25, 2003 (the "Effective Date") and shall remain in full force and effect until terminated as provided herein.

(b) The term of this Agreement shall be a 20-year term beginning on the Effective Date; provided, however, that at the end of each year of the term, unless a notice of intent to terminate has been sent and received, such term shall be extended for an additional year. Subject to the provisions below, if Licensor wishes to terminate this Agreement, such request must be in writing. Upon Licensee's receipt of such written request for termination from Licensor, this Agreement will terminate upon the expiration of the then-current term. Licensor may request termination of this Agreement only upon the occurrence of any of the following:

(i) if Licensee materially breaches Sections 3(b)-3(d) of this Agreement which breach remains uncured 90 days after receipt by Licensor of notice of such breach and intent to terminate if such breach is not cured; or

(ii) if Licensee otherwise materially breaches the terms and conditions of this Agreement, and such breach is not cured within 90 days after written notice of such breach and intent to terminate is given by Licensor.

(c) Licensee may terminate this Agreement at any time by giving Licensor 90 days' written notice, and this Agreement shall terminate upon expiration of the notice period; provided, however, that in the event Licensee has sublicensed the rights granted hereunder to a permitted sublicensee as set forth in Section 2 above, such termination may not be implemented by Licensee without the prior written concurrence of all such sublicensees.

(d) Concurrent with termination of this Agreement for any reason, Licensee shall:

(i) deliver to Licensor all copies of the Intangible Assets;

(ii) erase or otherwise destroy or render unusable any and all parts of the Intangible Assets stored in memory of a computer or otherwise stored in a manner which makes it impossible to deliver to Licensor;

Handwritten signature and initials, possibly 'J' and '7A', located at the bottom right of the page.

(iii) certify in writing that the Intangible Assets have been delivered to Licensor, erased, destroyed or rendered unusable and all use of the Intangible Assets has been discontinued;

(iv) cease all use of the Trademarks; and

(v) notify all sublicensees that their sublicense rights have terminated as well and of their obligations to comply with this Section 8(d).

(c) The following Sections of this Agreement shall survive termination for any reason: 1, 3(c), 3(d), 4, and 7.

9. MISAPPROPRIATION AND INFRINGEMENT.

(a) 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 or Trademarks.

(b) Right to Prosecute.

(i) So long as this Agreement is in effect, Licensee, to the extent permitted by law, shall have the right, under its own control and at its own expense, to prosecute any third party misappropriation of the Intangible Assets and/or infringement of the Trademarks in the Territory, subject to subsections 9(d) and 9(e). If required by law, Licensor shall permit any action under this section to be brought in its name, including being joined as a party-plaintiff. Prior to commencing any such action, Licensee shall consult with Licensor and shall consider the views of Licensor regarding the advisability of the proposed action and its effect on the public interest.

(ii) In the event that Licensee is unsuccessful in persuading the alleged misappropriator/infringer to desist or fails to have initiated action within a reasonable time after Licensee first becomes aware of the basis for such action, Licensor shall have the right, at its sole discretion, to prosecute such misappropriator/infringement under its sole control and at its sole expense, and any recovery obtained shall belong to Licensor.

(c) In the event that a declaratory judgment action is brought against Licensor by a third party alleging invalidity, unenforceability, or lack of misappropriation/infringement of the Intangible Assets and/or Trademarks, Licensor, at its option, shall have the right within 20 days after commencement of such action to take over the sole defense of the action at its own expense. If Licensor does not exercise this right, Licensee may take over the sole defense of the action at Licensee's sole expense, subject to subsections 9(d) and 9(e).

(d) Licensee may offset any and all expenses incurred under subsections 9(b) and 9(c) against any payments otherwise due to Licensor hereunder.

(e) Any amounts actually recovered in an action brought by Licensee under Sections 9(b) or 9(c) shall be distributed as follows:

Handwritten signature and initials, possibly 'T' and '7'.

(i) each party shall be reimbursed for any out-of-pocket expenses actually incurred in the action,

(ii) to the extent that any such amounts constitute ordinary damages, Licensee shall pay to Licensor 0.5% of the amount thereof; and

(iii) as to special or punitive damages, the parties shall share equally in any award.

(f) Each party must cooperate with the other in any action taken under Section 9 that is controlled by the other party, provided that the controlling party reimburses the cooperating party promptly for any out-of-pocket costs and expenses incurred by the cooperating party in connection with providing such assistance.

10. General.

(a) Assignability. Except as otherwise provided herein, Licensee shall not assign, transfer, encumber or otherwise dispose of all or any part of Licensee's interest in this Agreement except to an Affiliate of Licensee.

(b) Audit Rights. Licensor shall have the right, at its own expense, to inspect Licensee's use and treatment of Intangible Assets and Trademarks. Such inspections shall be conducted during ordinary business hours, shall not unreasonably interfere with Licensee's operations, and shall be preceded by reasonable notice to Licensee. Licensor's employees or agents conducting such inspections may, however, be accompanied by a representative of Licensee who, nevertheless, shall not restrict Licensor's inspection. Licensor shall, in addition, have the option of inspecting Licensee's computer facilities from a remote location (provided that such inspection is performed through secure methods acceptable to Licensee), and Licensee shall also fully cooperate with such remote inspection.

(c) 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 Licensee:

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

To Licensor:

Jacques Bovey
Ampeco Metal S.A.
9, rte de Chesalles
CH-1723
Mully, 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.

(d) Non-Exclusivity. Licensee's and Licensor's remedies hereunder shall be cumulative and nonexclusive.

Handwritten signature and initials, possibly 'J. Bovey' and '7A'.

(c) Amendment and Severability. This Agreement may only be amended by a written agreement of Licensee and Licensor. 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 Licensor and Licensee and their successors and permitted assigns.

(f) Expenses. All expenses incurred by Licensee and Licensor 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 on, based upon, or measured by, the net income, gains or profits from such sale, transfer or assignment), shall be borne and paid by Licensor.

(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. Licensee and Licensor 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.

Handwritten signature and initials, possibly "P. 7" or similar, in dark ink.

(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 Bento, Interim President

AMPCO METAL S.A.

By: _____

Jacques Boyey, Chief Financial Officer

By: _____

Luis Bento, Managing Director

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		UC1A18158	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	26955	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	117240	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

1194395 98498835

TRODE					
AMPCO-TRODE	USA	14	411815	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 Reel and Frame 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.

1194398 98098815