

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Entire Interest and Goodwill and Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as Agent and as Collateral Agent		07/30/2004	Association:
RECEIVING PARTY DATA			
Name:	Elkhart Products Corporation		
Street Address:	1255 Oak Street P.O. Box 1008		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46515		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	679862	EPC	
CORRESPONDENCE DATA			
Fax Number:	(214)855-8200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-855-8000		
Email:	DOTrademark@fulbright.com		
Correspondent Name:	David H. Tannenbaum		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Linda M. Merritt		
Signature:	/Linda M. Merritt/		
Date:	12/29/2004		

OP \$40.00 679862

Total Attachments: 4

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**TRADEMARK
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ASSIGNMENT AND RELEASE

This Assignment and Release is made by and between KeyBank National Association, as Agent, as defined in the 2001 Agreement referred to below, and as Collateral Agent, as defined in the 2000 Agreement referred to below ("Assignor") and Elkhart Products Corporation, an Indiana corporation ("Assignee") (collectively "the Parties").

WHEREAS, the Parties entered into that certain Collateral Assignment and Security Agreement dated May 28, 2000 (the "2000 Agreement") pursuant to which Assignee granted to Assignor for the benefit of Lenders as defined in the 2000 Agreement (the "Lenders") certain rights in Collateral as defined in the 2000 Agreement;

WHEREAS, the Parties also entered into that certain Collateral Assignment and Security Agreement dated June 5, 2001 (the "2001 Agreement") pursuant to which Assignee granted to Assignor for the benefit of Banks as defined in the 2001 Agreement (the "Banks") certain rights in Collateral as defined in the 2001 Agreement ("Collateral" as defined in the 2000 Agreement and "Collateral" as defined in the 2001 Agreement shall hereafter be collectively referred to as the "KeyBank Collateral");

WHEREAS, Assignee is a party to that certain agreement entitled "ASSET PURCHASE AGREEMENT For the Acquisition of the Flow Control Division of AMCAST INDUSTRIAL CORPORATION By Subsidiaries of AALBERTS INDUSTRIES U.S. HOLDING CORP." dated July 8, 2004 (the "Aalberts Agreement");

WHEREAS, Section 1.1 of the Aalberts Agreement provides for the assignment and transfer by Assignee of portions of the KeyBank Collateral (other than the Excluded Assets, as defined in the Aalberts Agreement), such assignment and transfer to include, without limitation, assets listed on Schedule 1 hereto (the portions of the KeyBank Collateral described in this recital shall hereafter be referred to in their entirety as the "Transferred Collateral"); and

WHEREAS, the Parties desire to enable Assignee to effect the transfer and assignment of the Transferred Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, for itself and on behalf of the Lenders, as Agent, and the Banks, as Collateral Agent, hereby: (1) transfers and assigns to Assignee the entire right, title and interest of Assignor, the Lenders and the Banks in and to the Transferred Collateral; and (2) releases any and all security interests, claims or rights Assignor, the Lenders or the Banks may have in and to the Transferred Collateral, including but not limited to any such security interests, claims or rights Assignor, the Lenders or the Banks may have based upon the 2000 Agreement, the 2001 Agreement or any other agreements.

Assignor represents and warrants that it has full power and authority from the Lenders and the Banks to execute this Assignment and Release.

Assignor does hereby expressly agree that Assignee, or another party to the Aalberts Agreement, may singly, and without assistance or consent from Assignor, undertake procedures to record this Assignment and Release in the United States Patent and Trademark Office or other applicable agency or governmental entity.

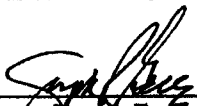
Assignor agrees to do all other acts and execute all other documents reasonably necessary to effect the transfer, assignment and release described in this Assignment and Release, provided that the costs and expenses associated with any such acts and/or the execution of any such documents shall be the sole responsibility of and paid by the Assignee.

IN WITNESS WHEREOF, this Assignment and Release is made this ___ day of July, 2004.

**KEYBANK NATIONAL ASSOCIATION, as Agent and as
Collateral Agent**

By: _____
Name:
Title:

ELKHART PRODUCTS CORPORATION

By:  _____
Name: Joseph R. Grewe
Title: President

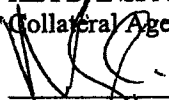
Assignor does hereby expressly agree that Assignee, or another party to the Aalberts Agreement, may singly, and without assistance or consent from Assignor, undertake procedures to record this Assignment and Release in the United States Patent and Trademark Office or other applicable agency or governmental entity.

Assignor agrees to do all other acts and execute all other documents reasonably necessary to effect the transfer, assignment and release described in this Assignment and Release, provided that the costs and expenses associated with any such acts and/or the execution of any such documents shall be the sole responsibility of and paid by the Assignee.

IN WITNESS WHEREOF, this Assignment and Release is made this _____ day of _____, 2004.

KEYBANK NATIONAL ASSOCIATION, as Agent and as
Collateral Agent

By:


Name: Michael V. Light
Title: SVP

ELKHART PRODUCTS CORPORATION

By: _____

Name:
Title:

Schedule 1

Trademarks:

EPC Benelux Registration No: 367204
EPC Canada Registration No: TMA252531
EPC Japan Registration No: 2697862
EPC United States of America Registration No: 679862

ELKHART

ELKHART PRODUCTS