

07-28-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RE: 102801357

7-26-04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Ampco Metal Incorporated

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) April 5, 2002

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark License Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ampco Partners, Ltd.

Internal Address:

Street Address: 204 Barnes Drive

City: Garland

State: Texas

Country: U.S.A. Zip: 75042

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship TEXAS
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 419,045

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

AMPCO

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John A. Thomas

Internal Address:

Street Address: 13355 Noel Rd., L.B. 48

City: Dallas

State: Texas Zip: 75240-1518

Phone Number: (972) 419-8378

Fax Number: (972) 419-8329

Email Address: jathomas@gpm-law.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

John A. Thomas
Signature

7/19/04
Date

John A. Thomas

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
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TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT by and between Ampco Metal Incorporated ("Seller") and Ampco Partners, Ltd. ("Purchaser") shall be effective as of 1st day of April, 2002 ("Effective Date").

WITNESSETH:

WHEREAS, Seller has or may have certain rights in and to the trademark registrations and/or trademark applications listed on the attached schedule (the "Marks");

WHEREAS, the Marks are registered and/or the subject of applications for multiple goods and/or services; and

WHEREAS, Purchaser desires to use the Marks in connection with some but not all of the goods listed in the registrations and/or applications set forth in the attached Schedule A.

NOW, THEREFORE, in consideration of the premises and mutual obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree and covenant as follows:

LICENSE

1.01 Seller hereby grants to Purchaser, an exclusive license to use the Marks for a period of ninety-nine (99) years from the Effective Date in connection with the manufacture, distribution and sale of hand tool or safety tool goods ("Products").

PURCHASER'S RIGHTS AND OBLIGATIONS

2.01 Purchaser agrees not to sell Products of materially lesser quality under the Marks than the goods being sold by Seller under the Marks at the time of the execution of this Agreement. Purchaser agrees to permit Seller to check the quality of Products sold under any of the Marks, upon reasonable request, for the sole purpose of verifying Purchaser's compliance with the terms of this clause of the Agreement.

2.02 Purchaser shall not register or seek to register any of the Marks, or any mark confusingly similar thereto, in connection with the manufacture, distribution and/or sale of metal machine parts and alloys, in any of the countries identified in the attached schedule.

2.03 Purchaser shall have the exclusive right to enforce all rights under the Marks with respect to hand tool or safety tool goods at its sole expense.

2.04 Seller agrees to cooperate with Purchaser in all efforts to enforce rights under the Marks.

TERMINATION

3.01 The term of this Agreement shall be for ninety-nine (99) years. Any material breach of this Agreement by either party may result in termination of this Agreement. Either party may terminate this Agreement for breach of a material provision upon thirty (30) days written notice to the other. Such notice shall be effective unless the party in default cures such material breach within ninety (90) days of said notice. The failure of Purchaser to discharge its

duties or obligations under Section 2.01 or 2.02 of this Agreement shall be deemed to be a material breach.

3.02 In the event that Purchaser commits a material breach of this Agreement as defined in 3.01 above, it shall discontinue all use of the Marks, and will not any time thereafter use the Marks, or any other trademark, service mark or trade name similar thereto or likely to be confused therewith, provided however, that Purchaser shall have a period of six (6) months in which to dispose of any inventory of Products bearing any form of the Marks in existence at the time of termination.

MISCELLANEOUS

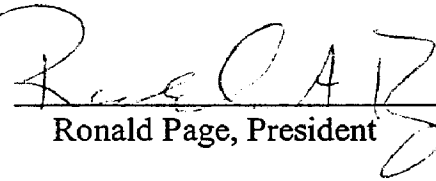
4.01 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them. The parties shall not be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly set forth herein or as duly set forth in subsequent modification(s), supplement(s) or agreement(s) properly executed by a duly authorized representative of the party or parties to be bound thereby.

4.02 Purchaser acknowledges that any other licensees of the Marks shall be deemed to be third party beneficiaries under this Agreement.

Wisconsin.

AMPCO METAL INCORPORATED

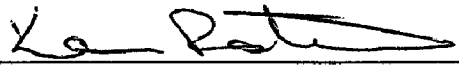
AMPCO PARTNERS, LTD.

By: 
Ronald Page, President

By: KRBL Management Company, Inc.

Its: General Partner

Date: 4/5/02

Signature: 

Name: Kamm Rountree

Title: President

Date: 4/17/02

SCHEDULE A

TRADEMARKS

MARK	COUNTRY/STATE	CLASS	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
AMPCO	Canada	6	UCA018,158	03/08/43	Registered
AMPCO	US	8	419,045	02/05/46	Registered

MW603165_1