

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Collateral Assignment of License (Security Interest)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ampco Metal Incorporated		04/06/2004	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Associated Commercial Finance, Inc.
<b>Street Address:</b>	401 East Kilbourn Avenue
<b>Internal Address:</b>	Suite 350
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	0117240	AMPCO
Registration Number:	0410301	AMPCO
Registration Number:	0419045	AMPCO
Registration Number:	0411815	AMPCO-TRODE
Registration Number:	0415617	AMPCOLOY
Registration Number:	0423957	AMPCO
Registration Number:	0426942	AMPCO
Registration Number:	0510185	AMPCOLOY
Registration Number:	0514819	AMPCO
Registration Number:	0766997	AMPCOLOY
Registration Number:	0837944	COPR-TRODE
Registration Number:	2798274	MOLDMATE

**CORRESPONDENCE DATA**

**900021708**

**TRADEMARK  
 REEL: 003050 FRAME: 0915**

**CH \$315.00 0117240**

Fax Number: (414)223-5000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 414-273-2100  
Email: jhouk@whdlaw.com  
Correspondent Name: Jere L. Houk  
Address Line 1: Whyte Hirschboeck Dudek S.C.  
Address Line 2: 555 E. Wells Street, Suite 1900  
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Jere L. Houk
Signature:	/j lh/
Date:	03/22/2005

Total Attachments: 11  
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## COLLATERAL ASSIGNMENT OF LICENSE

THIS ASSIGNMENT is made as of April 6, 2004, by Ampco Metal Incorporated, an Illinois corporation, with its chief executive office at 1117 E. Algonquin Road, Arlington Heights, Illinois 60005 ("Assignor"), in favor of Associated Commercial Finance, Inc., with an office at 401 East Kilbourn Avenue, Suite 350, Milwaukee, WI 53202 ("Assignee").

### RECITALS:

A. Assignor has requested extensions of credit from Assignee pursuant to the terms of that certain Letter Loan Agreement dated of even date herewith (the Letter Loan Agreement as it may be amended, modified, supplemented, increased or restated from time to time being the "Loan Agreement") between Assignor and Assignee.

B. As a condition to such extensions of credit, Assignee requires that Assignor assign and grant a security interest in its assets in accordance with the Loan Agreement.

### RECITALS:

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, it is agreed as follows:

## ARTICLE I DEFINITIONS

As used herein, the following terms shall have the meanings set forth in this Section:

"Associated Bank" shall mean Associated Bank, N.A.

"License" means the License Agreement between Assignor, as Licensee, and Ampco Metal S.A., as Licensor, and dated November 25, 2003 affecting the Licensed Property.

"Licensed Property" means the property described on Exhibit A hereto and all other property licensed under the License.

"Obligations" shall mean the obligations, of the Assignor arising under the Loan Agreement or any other Loan Document, and all other amounts owing by Assignor to Assignee, Associated Bank, or any other affiliate of Assignee, including but not limited to letter of credit liabilities, interest rate agreement liabilities, fees for cash management, deposit account or other services, checks honored or other reversals and charges related thereto, equipment leases, and/or credit card liabilities, in each case whether or not evidenced by any note, guaranty or other instrument, whether arising under the Loan Agreement, the other Loan Documents or under any other agreement or by operation of law, whether joint, several or joint and several, direct or indirect (including those acquired by assignment or purchase), absolute or contingent, due or to become due, and however acquired. The term includes, but is not limited to, all principal,

interest, fees, charges, expenses, reasonable attorneys' fees, and any other sum chargeable to Assignor under the Loan Agreement or any other Loan Document.

"Proceeds" shall have the meaning provided in the UCC.

"Security Agreement" means the Security Agreement of even date herewith under which Assignor grants to Assignee a security interest in all of its assets, including but not limited to its licenses.

"UCC" shall mean the Uniform Commercial Code as enacted in the State of Wisconsin, as amended from time to time, provided, however, that if, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the Assignee's security interest in any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Wisconsin, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection or priority of, or remedies with respect to, the Assignee's security interest and for purposes of definitions related to such provisions.

Other terms defined herein shall have the meanings ascribed to them herein. All capitalized terms used herein not specifically defined herein shall have the meaning ascribed to them in the Loan Agreement.

## ARTICLE II ASSIGNMENT

In order to secure the full and complete payment and performance of the Obligations when due (whether at stated maturity, by acceleration, or otherwise), and without limitation of the Security Agreement, Assignor hereby grants, assigns and conveys to the Assignee, and grants a security interest in favor of Assignee in, its entire right, title and interest in and to the License and all proceeds thereof.

## ARTICLE III REPRESENTATIONS AND COVENANTS OF ASSIGNOR

Assignor represents, warrants and covenants that:

3.1 Authorization. Assignor represents and warrants that it has the full right and power to make the assignment of the License made hereby.

3.2 Title to Collateral. Assignor has good and marketable title to the License, and the License is not subject to any assignment or security interest except in favor of Assignee.

3.3 Status of License. The License is in full force and effect and binding on the Licensor in accordance with its terms. No default exists under the License. Assignor shall

maintain the License in full force and effect at all times that Assignee has an interest in the License.

3.4 Amendment of License. Licensor and Assignor may not amend the License without Assignee's prior written consent.

#### ARTICLE IV COLLATERAL ASSIGNMENT

This Assignment is executed for collateral purposes only. Upon payment and performance in full of the Obligations and termination of Assignee's obligation to lend under the Loan Agreement, Assignee shall, at the expense and request of Assignor, execute and deliver to Assignor all reassignments, releases and other instruments as may be necessary to release the security interest herein granted in the License.

#### ARTICLE V SUBLICENSE

Assignor hereby grants to Assignee an irrevocable license to use or grant sublicenses relating to the Licensed Property, in Assignee's sole discretion, for any of the following purposes: operating Assignor's business, completing any work in progress of Assignor, using or processing any inventory of Assignor, repairing any goods manufactured by Assignor, selling or marketing any goods of Assignor or any goods manufactured from inventory or work in process of Assignor, and any other purpose related to any real or personal property of Assignor. The irrevocable license granted by this paragraph shall be effective from the date hereof until all of the Obligations have been paid in full and the Loan Agreement has terminated, provided that Assignee shall exercise rights under the irrevocable license only during such time or times that Assignor is in default under the Loan Agreement.

#### ARTICLE VI MISCELLANEOUS

6.1 No Assumption of Obligations or Liability under License. It is understood that Assignee does not in any way assume any of Assignor's obligations under the License. Assignor hereby agrees to indemnify Assignee against all liability arising in connection with or on account of any of the Collateral, except for any such liabilities arising on account of Assignee's willful misconduct.

6.2 No Waiver. Assignee shall not be deemed to have waived any of its rights hereunder or under any other agreement, instrument or paper unless such waiver be in writing and signed by Assignee. No delay or omission on the part of Assignee in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

6.3 Remedies Cumulative. All rights and remedies of Assignee shall be cumulative and may be exercised singularly or concurrently, at its option, and the exercise or enforcement of

any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other.

6.4 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Wisconsin, except to the extent that the perfection of the security interest hereunder, or the enforcement of any remedies hereunder, shall be governed by the laws of a jurisdiction other than the State of Wisconsin.

6.5 Expenses. Assignor agrees to pay the reasonable attorneys' fees and legal expenses incurred by Assignee in the exercise of any right or remedy available to it under this Agreement, whether or not suit is commenced, including, without limitation, attorneys' fees and legal expenses incurred in connection with any appeal of a lower court's order or judgment.

6.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Assignor and Assignee.

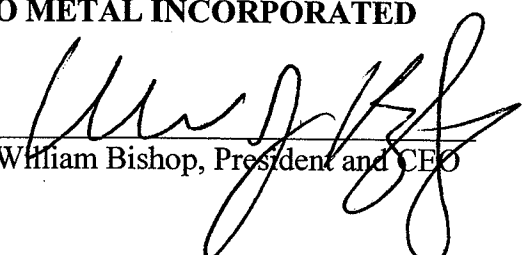
6.7 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date and year first above written.

**AMPCO METAL INCORPORATED**

By:

  
William Bishop, President and CEO

**EXHIBIT A**

**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		UCA18158	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	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-	South Africa	6	83/6729	09/20/83	Registered

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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.

**COPYRIGHTS \***

<b>TITLE</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>
AMPCO MILL PRODUCTS — A NEW GENERATION OF PREMIUM COPPER ALLOYS	TX3720512	01/21/94
AMPCO WELDING PRODUCTS	TX3370479	08/10/92
AMPCO CENTRIFUGAL PUMPS: HIGH EFFICIENCY AMPCO DESIGN	TX 3203754	06/03/91
AMPCO STANDARD METALS	TX3131056	08/08/91
AMPCO ALLOYS FOR THE PLASTICS INDUSTRY	TX3098178	06/03/91
AMPCO-WELD RESISTANCE WELDING PRODUCTS	TX2682141	10/12/89
AMPCO STOCK METALS	TX2240007	01/25/88
AMPCO WELDROD: ELECTRODES, FILLER ROD, WIRE: ALUMINUM BRONZE, NICKEL, ALUMINUM BRONZE, MANGANESE NICKEL ALUMINUM BRONZE, COPPER	TX2211447	11/27/87
AMPCO CENTRIFUGAL PUMPS: HIGH EFFICIENCY AMPCO DESIGN	TX2188702	08/14/87
AMPCO HARD BRONZE ALLOYS: AMPCO 20, AMPCO 21, AMPCO 22, AMPCO 25	TX2168256	08/26/87
AMPCO STOCK METALS	TX1533697	03/07/85
AMPCO WELDROD: ELECTRODES, FILLER ROD, WIRE: ALUMINUM BRONZE, NICKEL ALUMINUM BRONZE; MANGANESE NICKEL ALUMINUM BRONZE, COPPER	TX1533197	03/07/85
AMPCO-WELD RESISTANCE WELDING PRODUCTS	TX1261861	01/06/84
AMPCO CENTRIFUGAL PUMPS OF NICKEL-ALUMINUM BRONZE, LONG-TERM ENDURANCE FOR SALT WATER SERVICES	TX1159814	07/27/83
AMPCO CENTRIFUGAL PUMPS: HIGH EFFICIENCY AMPCO DESIGN	TX978747	09/20/82
AMPCOLOY 940, THE HIGH PERFORMANCE BERYLLIUM-FREE COPPER ALLOY: MECHANICAL AND PHYSICAL PROPERTIES	TX805987	10/09/81
AMPCO ALLOYS FOR THE PROCESS INDUSTRIES	TX790498	01/27/81
AMPCO STOCK METALS	TX615172	09/19/81
AMPCO-WELD RESISTANCE WELDING PRODUCTS	TX529507	08/18/80
AMPCO ALLOYS FOR THE PROCESS INDUSTRIES	TX529500	08/18/80
AMPCO CENTRIFUGAL PUMPS OF NICKEL-	TX479332	03/05/80

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ALUMINUM BRONZE; LONG-TERM ENDURANCE FOR SALT WATER SERVICES		
AMPCO STOCK METALS: ALUMINUM BRONZES, NICKEL-ALUMINUM BRONZES AND HIGH-COPPER ALLOYS AVAILABLE FROM METAL SERVICE CENTERS THROUGHOUT THE WORLD	TX232011	04/20/79
AMPCO STOCK METALS	TX132264	10/30/78
AMPCO WELDROD, ELECTRODES, FILLER ROD, WIRE	TX74953	07/26/78
MACHINING RECOMMENDATIONS FOR COPPER-BASE ALLOYS	TX55605	04/28/78
UNCOMMON CAPABILITY WITH COOPER- BASE ALLOYS	TX24305	04/03/78
Web Site at <a href="http://ampcometal.com">ampcometal.com</a>		

\* Including other miscellaneous copyrighted materials and documents of the Business.

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**PATENTS**

<b>TITLE</b>	<b>COUNTRY</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>	<b>OWNER</b>
METAL AND APPARATUS TO EFFECT A FINE GRAIN SIZE IN CONTINUOUS CAST METALS	US	5,279,353	01/18/94	Ampco Metal Incorporated

**DOMAIN NAMES**

<b>TITLE</b>	<b>REG. DATE</b>	<b>EXPIRATION DATE</b>	<b>REGISTRANT</b>
AMPCOMETAL.COM	08/30/96	08/30/03	Ampco Metal
AMPCOMETAL.COM	02/06/01	02/06/03	Ampco Metal
AMPCOMETAL.COM	02/06/01	02/06/03	Ampco Metal
MOLDMATE90.COM	11/09/00	11/09/02	Ampco Metal, Inc.

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**TRADE SECRETS \***

<b>TITLE</b>
AMPCO 8
AMPCO 18
AMPCO 20
AMPCO 21
AMPCO 22
AMPCO 25
AMPCO 26
AMPCO 45
AMPCO 483
AMPCO 940
MOLDMATE

\*Including other miscellaneous trade secrets, technical know-how, designs, specifications and other confidential information of the Business

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