



08-16-06

08-18-2006

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

Form PTO-1594 (Rev. 07/07)
OMB No. 0651-0027 (exp. 6/30/2005)



103292968

To the Director of the U.S. Patent and Trademark Office
Documents or the new address(es) below.

1. Name of conveying party(ies):

Impact Forge, Inc.

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

Citizenship (see guidelines) _____
Additional name of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Yes

Additional names, addresses, or citizenship attached? No

Name: Impact Forge Group, Inc.
Internal
Address:

Street Address: 2805 Norcross Drive

City: Columbus

State: Indiana

Country: United States Zip: 47202

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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)

3. Nature of conveyance/Execution Date(s):

Effective Date(s) July 13, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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)

Reg. No. 2,377,533
Reg. No. 2,035,102

Additional sheet(s) attached? Yes No

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

Reg. No. 2,377,533 (Trademark IMPACT FORGE; Issued 08/15/2000)
Reg. No. 2,035,102 (Trademark IMPACT FORGE, INC. & Design; Issued 02/04/1997)

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

Name: Paul A. Keller

Internal Address: Harness, Dickey & Pierce, P.L.C.

Street Address: P.O. Box 828

City: Bloomfield Hills

State: MI

Zip: 48303

Phone Number : (248) 641-1600

Fax Number: (248) 641-0270

Email Address: pakeller@hdp.com; docketingtn@hdp.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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 :

Signature

August 15, 2006

Date

08/18/2006 DBYRNE 00000002 2377533 Paul A. Keller

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

5

01 FC:8521
02 FC:8522

40300100 of Person Signing
2580111
Mails to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

EV 855 009 709 US

TRADEMARK
REEL: 003377 FRAME: 0620

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Trademark Assignment") is entered into as of July 13, 2006 (the "Effective Date") by and between Impact Forge, Inc., an Indiana corporation, ("Assignor"), and Impact Forge Group, Inc., a Delaware corporation ("Assignee"). This Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated as of the Effective Date by and among Assignor, Omni Forge, Inc., an Indiana S-corporation, Impact Precision Forge, Inc., a Michigan corporation, Forgeland Properties, LLC, an Indiana limited liability company and Assignee (the "Purchase Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all right, title and interest worldwide in, to and under the trademarks listed on Schedule A attached hereto (which is incorporated into and made a part of this Trademark Assignment), together with (i) any renewals, extensions, or foreign equivalents; (ii) all of the goodwill associated with such trademarks; and (iii) all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same.

In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

Impact Forge, Inc.

By: [Signature]
Name: Robert J. Stevens
Title: Chief Executive Officer

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

On this 11th day of July, there appeared before me Robert J. Stevens personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of Impact Forge, Inc.

WITNESS my hand and official seal.

Signature [Signature] (Seal) My commission expires April 23, 2009
[Signature]
Residing in Johnson Co., IN

Impact Forge Group, Inc.

By: _____
Name: George Thanopoulos
Title: President and Chief Executive Officer

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of Assignee.

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

ASSIGNMENT OF TRADEMARKS

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

Impact Forge, Inc.

By: _____
Name: Robert J. Stevens
Title: Chief Executive Officer

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, there appeared before me _____,
personally known to me, who acknowledged that he signed the foregoing Trademark Assignment
as his/her voluntary act and deed on behalf and with full authority of Impact Forge, Inc.

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

Impact Forge Group, Inc.

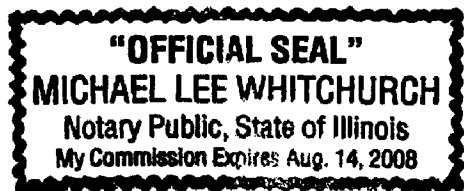
By: George Thanopoulos
Name: George Thanopoulos
Title: President and Chief Executive Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 11th day of JULY, there appeared before me GEORGE THANOPOULOS,
personally known to me, who acknowledged that he signed the foregoing Trademark Assignment
as his/her voluntary act and deed on behalf and with full authority of Assignee.

WITNESS my hand and official seal.

Signature Michael Lee Whitchurch (Seal) My commission expires 8/14/2008



ASSIGNMENT OF TRADEMARKS

SCHEDULE A

TRADEMARKS

Trademark	Country	Registration Number	Registration Date
Impact Forge	U.S.	2,377,533	08/15/2000
Impact Forge, Inc. and Design	U.S.	2,035,102	02/04/1997

Trademarks: State Registrations

TRADEMARKS

Trademark	State	Registration Number	Registration Date
I and Design	Indiana	50,097,300	03/27/1986