

08-28-2006

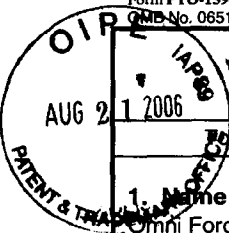
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Form PTO-1594 (Rev. 07/07)
OMB No. 0651-0027 (exp. 6/30/2005)

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



103297445



RE

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):

Omni 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

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

Effective Date(s) July 13, 2006

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

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)

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. 2,379,452
Reg. No. 2,379,424
Reg. No. 2,090,454

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. 2,379,452 (Trademark NET FORGE; Issued 08/22/2000)
Reg. No. 2,379,424 (Trademark OMNI FORGE; Issued 08/22/2000)
Reg. No. 2,090,454 (Trademark OMNI FORGE, INC. and Design; Issued 08/26/1997)

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; docketingtm@hdp.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- 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 :

August 21, 2006

Signature

Date

08/24/2006 DBYRNE 00000042 2379452

01 FC:6521
02 FC:6522

40.00 Paul A. Keller
50.00 DP
Name of Person Signing

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

5

Documents 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 757 777 745 US

TRADEMARK

REEL: 003382 FRAME: 0753

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Trademark Assignment") is entered into as of July 13, 2006 (the "Effective Date") by and between and Omni Forge, Inc., an Indiana S-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, Impact Forge, Inc., an Indiana 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.

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SCHEDULE A

TRADEMARKS			
Trademark	Country	Registration Number	Registration Date
Net Forge	U.S.	2,379,452	08/22/2000
Omni Forge	U.S.	2,379,424	08/22/2000
Omni Forge, Inc. and Design	U.S.	2,090,454	08/26/1997

Trademarks: State Registrations

TRADEMARKS			
Trademark	State	Registration Number	Registration Date
Omni Forge, Inc. and Design	Indiana	50,103,415	10/25/1995