

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMCAST INDUSTRIAL CORPORATION		05/23/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	CTC CASTING TECHNOLOGIES, INC.		
Street Address:	1450 MUSICLAND DR		
City:	FRANKLIN		
State/Country:	INDIANA		
Postal Code:	46131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74168937	HI CAST	
CORRESPONDENCE DATA			
Fax Number:	(650)556-1940		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6505561945		
Email:	drbboyer@syndicatedlaw.com		
Correspondent Name:	SYNDICATED LAW		
Address Line 1:	493 SEAPORT COURT		
Address Line 2:	SUITE 105		
Address Line 4:	REDWOOD CITY, CALIFORNIA 94063		
ATTORNEY DOCKET NUMBER:	COMPT005US01		
NAME OF SUBMITTER:	BRIAN S. BOYER		
Signature:	/Brian S. Boyer/		

OP \$40.00 74168937

900176733

**TRADEMARK
 REEL: 004410 FRAME: 0150**

Date:

11/04/2010

Total Attachments: 48

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ASSET PURCHASE AGREEMENT
BY AND AMONG
AMCAST AUTOMOTIVE OF INDIANA, INC.,
AMCAST INDUSTRIAL CORPORATION,
AND
CTC CASTING TECHNOLOGIES, INC.

DATED MAY 17, 2006

ARTICLE I DEFINITIONS..... - 1 -
ARTICLE II PURCHASE OF ASSETS - 10 -
 2.1 Purchase - 10 -

REDACTED

REDACTED

REDACTED

REDACTED

5.15 Assets Owned By or Held By AIC - 23 -

REDACTED

REDACTED

REDACTED

Exhibits and Schedules

Exhibits

REDACTED

Schedules

REDACTED

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") dated May 17, 2006 (the "Execution Date"), is by and among Amcast Automotive of Indiana, Inc., an Indiana corporation ("Amcast"), Amcast Industrial Corporation, a Delaware corporation ("AIC"), and CTC Casting Technologies, Inc., a Delaware corporation ("Buyer").

RECITALS

WHEREAS, Amcast is a debtor-in-possession, along with AIC (as defined below), in jointly-administered Cases No. 05-33322-JKC-11 and 05-33323-AJM-11 (the "Bankruptcy Cases") under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") pending in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division (the "Bankruptcy Court"); and

WHEREAS, effective on the Closing Date (as defined below) and subject to and conditioned upon the Bankruptcy Court's approval, Amcast and AIC desire to sell and Buyer desires to buy the Assets (as defined below); and

WHEREAS, Amcast and AIC have determined that the offer of Buyer for the Assets set forth herein constitutes a fair and adequate purchase price.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties have agreed as follows:

ARTICLE I DEFINITIONS

REDACTED

REDACTED

"*Assets*" shall mean, collectively, all assets, properties and business of every kind and description and wherever located, whether tangible or intangible, real, personal or mixed, owned or held by Amcast or AIC that are used in the Business or that otherwise primarily relate to the Business, including, without limitation, all of the following assets but excluding any Excluded Assets:

REDACTED

(d) all Intellectual Property along with all income, royalties, damages and payments due or payable to Amcast or AIC used in the Business or that otherwise primarily relate to the Business as of the Closing or thereafter, including, without limitation, damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of any such Intellectual Property in Amcast's or AIC's possession or control;

REDACTED

REDACTED

- (q) all goodwill as a going concern and all other intangible properties;

REDACTED

- (u) the name "Casting Technologies Company" and all rights to use such name and any and all derivations thereof;

PAGES 4-6 REDACTED

REDACTED

REDACTED

"*Intellectual Property*" shall mean all of the following in any jurisdiction throughout the world: (i) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof,

(ii) trademarks, service marks, trade dress, logos, slogans, trade names, internet domain names and corporate names, together with all goodwill associated therewith, and applications, registrations and renewals in connection therewith, (iii) copyrights, mask works and copyrightable works, and applications, registrations and renewals in connection therewith, (iv) trade secrets and confidential business information (including ideas, research and development, know-how, inventions, formulas, compositions, manufacturing and production processes and techniques, designs, drawings and specifications), (v) proprietary computer software (including but not limited to source code, executable code data, databases and documentation); and (vi) copies and tangible embodiments of any of the foregoing in whatever form or medium.

REDACTED

REDACTED

"Order" shall mean an order of the Bankruptcy Court approving the transactions contemplated hereby and the terms and conditions of this Agreement.

REDACTED

REDACTED

REDACTED

REDACTED

**ARTICLE II
PURCHASE OF ASSETS**

2.1 Purchase.

(a) *Purchase.* Subject to the approval of the Bankruptcy Court, to the maximum extent allowed under the Bankruptcy Code, and upon the terms and subject to the conditions contained in this Agreement, on the Closing Date, Amcast and AIC shall sell, transfer, assign, convey, and deliver to Buyer, free and clear of all mortgages, assessments, encumbrances, obligations, liabilities, security interests, collateral assignments, rights of rescission, trust deeds, pledges, judgments, rights of first refusal, rights to purchase, charges, interest, Taxes, damages, and other interests, rights or matter of any kind or nature that could be asserted against a purchaser of an asset or assets, whether arising prior to, on or subsequent to the Petition Date (collectively, "Interests"), Claims (including tort and product liability claims) and Liens, except Permitted Liens and except as otherwise provided to the contrary in this Agreement, and Buyer shall purchase and accept, all right, title and interest of Amcast and AIC in and to the Assets.

REDACTED

REDACTED

PAGES 11-13 REDACTED

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF AMCAST AND AIC**

REDACTED

REDACTED

PAGES 15-22 REDACTED

REDACTED

5.15 Assets Owned By or Held By AIC. AIC agrees that Buyer is acquiring all Assets, free and clear of any Liens, whether owned by or held by Amcast or AIC. With respect to any Assets owned by or held by AIC, Buyer shall own all such Assets as of the Closing and AIC shall deliver such Assets to Buyer at the Closing. AIC shall also deliver all other documents, certificates, instruments, opinions or writings reasonably requested by Buyer in connection herewith, including, without limitation, all documents necessary to transfer all such Assets to Buyer.

REDACTED

PAGES 24-32 REDACTED

REDACTED

REDACTED


10.4 Entire Agreement; Disclosure Schedules. This Agreement, which includes the schedules and exhibits hereto, supercedes any other agreement, whether written or oral, that may have been made or entered into by any party relating to the matters contemplated hereby and constitutes the entire agreement by and among the parties hereto.

PAGES 34-35 REDACTED

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.


"AMCAST"

AMCAST AUTOMOTIVE OF INDIANA,
INC.

By: 
Name: R.A. Lindermuth
Title: CEO

"AIC"

AMCAST INDUSTRIAL CORPORATION

By: 
Name: R.A. Lindermuth
Title: CEO

"BUYER"

CTC CASTING TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

"AMCAST"

AMCAST AUTOMOTIVE OF INDIANA,
INC.

By: _____
Name: _____
Title: _____


"AIC"

AMCAST INDUSTRIAL CORPORATION

By: _____
Name: _____
Title: _____

"BUYER"

CTC CASTING TECHNOLOGIES, INC.

By:  _____
Name: Suzanne Hillenbrance
Title: Secretary

ALL EXHIBITS AND
SCHEDULES REDACTED

SO ORDERED: May 23, 2006.



Frank J. Otte

Frank J. Otte
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:	§	Chapter 11
	§	
AMCAST AUTOMOTIVE OF INDIANA, INC.,	§	Case No. 05-33322-FJO-II
and AMCAST INDUSTRIAL CORPORATION,	§	(Jointly Administered)
	§	
Debtors.	§	

ORDER UNDER SECTIONS 105(a), 363, 365 AND 1146(c) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004 AND 6006 (A) APPROVING THE CTC CASTING TECHNOLOGIES INC. ASSET PURCHASE AGREEMENT, (B) AUTHORIZING THE DEBTORS' SALE OF ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (C) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND (D) EXEMPTING THE SALE FROM TRANSFER TAXES

Upon the motion (the "Motion"),¹ of the above-captioned Debtors and debtors-in-possession (collectively, the "Debtors"), for entry of an order, pursuant to §§ 363, 365 and 1146 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006, and Approving the CTC Casting Technologies, Inc. Asset Purchase Agreement, (B) Authorizing the Sale of Assets (the

¹ Capitalized terms used but not defined in this Order shall have the meanings given to such terms in the Asset Purchase Agreement.

“Assets”) Free and Clear of Liens, Claims, Interests, and Encumbrances, (C) Authorizing the Assumption and Assignment of Certain Executory Contracts, and (D) Exempting the Sale from Transfer Taxes (the “Sale Relief”); and the Debtors having determined that the highest and otherwise best offer for the sale of Assets was made by CTC Casting Technologies, Inc. in the form of the Asset Purchase Agreement (the “Asset Purchase Agreement,” attached hereto as Exhibit A), dated as of May 17, 2006 by and between CTC Casting Technologies, Inc. (the “Purchaser”), Amcast Automotive of Indiana, Inc., and Amcast Industrial Corporation; and the Court having held a hearing on May 23, 2006 (the “Sale Hearing”) to approve the sale of certain of the Debtors’ assets pursuant to the terms and conditions of the Asset Purchase Agreement, and the Court having considered: (i) the Motion; (ii) the proposed sale of Assets by the Debtor to the Purchaser (the “Sale”) pursuant to the Asset Purchase Agreement, and the exhibits and schedules thereto (collectively, the “Sale Documents”); (iii) the arguments of counsel made, and the evidence submitted, proffered or adduced, at the Sale Hearing; and (iv) the record in this case, of which the Court took judicial notice at the Sale Hearing; and the Court having determined that the relief requested in the Motion and the Sale to the Purchaser in accordance with the Sale Documents and the provisions of this Order are in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that reasonable and adequate notice of the Motion, the Bidding Procedures Order, the Sale and the Sale Hearing having been provided to all persons required to be served in accordance with 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”), the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules and orders of this Court; and after due deliberation thereon; and good and sufficient cause appearing therefore,

IT IS HEREBY FOUND AND DETERMINED THAT:²

Jurisdiction and Statutory Bases

A. This Court has jurisdiction over this matter and over the property of the Debtors, including the Assets to be sold, transferred and conveyed pursuant to the Sale Documents, and their bankruptcy estates pursuant to 28 U.S.C. §§ 157(a) and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion and the basis for the approvals and authorizations herein are Bankruptcy Code sections 105, 363, and 365 and Bankruptcy Rules 2002, 6004 and 6006.

Notice

C. As evidenced by the affidavits of service and publication filed with the Court, and based on the representations of counsel at the Sale Hearing: (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, and the Sale has been provided in accordance with 11 U.S.C. §§ 102(l), 105, 363 and 365 and Bankruptcy Rules 2002, 6004, 6006 and 9014 and in compliance with the Order (I) Establishing Bidding Procedures in Connection with the Sale of the Debtors' Assets Comprising Casting Technology Company Free and Clear of All Liens, Claims, Encumbrances, and All other Interests, and (II) Approving Form and Manner of Notices (the "Bidding Procedures Order") and any amendments thereto; (ii) such notice was good and sufficient, and appropriate under the particular circumstances; and (iii) no

² Where appropriate, any findings of fact contained herein shall be construed as conclusions of law, and any conclusions of law shall be construed as findings of fact under Bankruptcy Rule 7052.

other or further notice of the Motion, the Bidding Procedures Order, the Sale Hearing, or the Sale is or shall be required.

D. The Debtors have complied with all of the procedures for notice of the Motion and the Sale Hearing set forth in the Bidding Procedures Order. Notice and reasonable opportunity to submit a Qualified Bid has been provided to any entity known to the Debtors who have expressed a bona fide interest in purchasing the Assets. Notice and a reasonable opportunity to be heard on the Sale has been provided to all creditors, including specifically all parties asserting any lien, claim or encumbrance on the Assets and to any non-debtor party to the Assumed Contracts. Such notice constitutes appropriate and adequate notice to all parties and is in compliance with Bankruptcy Rules 2002, 6004, 6006 and 9014 . No other or further notice of the Motion, the Sale Hearing or the entry of this Sale Order is necessary or required.

Compliance with Bidding Procedures Order

E. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures Order, the Debtors afforded all interested potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase all or substantially all of the Assets.

F. The Debtors and their professionals have complied in all respects with the Bidding Procedures Order.

G. The offer submitted by the Purchaser in the Sale Documents was the highest and best offer, making Purchaser the Winning Bidder in accordance with the Bidding Procedures Order.

Debtors' Authority to Execute Sale, Sound Business Judgment, and Justification

H. Upon entry of this Order, the Debtors: (i) have full corporate power and authority to execute the Sale Documents, and the Sale by the Debtors has been duly and validly authorized by all necessary corporate actions; (ii) have all of the corporate power and authority necessary to consummate the Sale contemplated by the Sale Documents; (iii) have taken all corporate action necessary to authorize and approve the Sale, Sale Documents and the consummation by the Debtors of the transactions contemplated thereby; and (iv) do not require any consents or approvals, other than those expressly provided for in the Sale Documents, to consummate the Sale and such transactions.

I. The Debtors are authorized to sell, transfer, convey and/or assign to Purchaser, all of the Debtors' right, title and interest (including common law rights) to all of their intangible property included in the Assets to the broadest extent permitted by law and the terms of the Sale Documents.

J. The Debtors have exercised sound business judgment in deciding to enter into the Sale Documents and to sell the Assets to Purchaser pursuant to the Sale Documents, including the facts that: (a) the Sale Documents constitute the highest and best offer for the Assets; (b) the Sale Documents and the closing of the transactions contemplated thereby presents the best opportunity to realize the highest value for the Assets; (c) the consideration provided by Purchaser for the purchase of the Assets pursuant to the Sale Documents exceeds what the Debtors would be able to realize in a separate liquidation of the Assets; and (d) without the Sale, there will likely be a substantial diminution in the value of the Assets to the detriment of the Debtors' estates, their creditors and parties in interest.

K. The Debtors are the sole and lawful owner of the Assets.

L. The Debtors have demonstrated both (i) good, sufficient and sound business purpose and justification for the Sale, and (ii) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan of reorganization in that, among other things:

(i) Given these circumstances, Purchaser is only willing to proceed with the Sale if the Sale is approved by the Bankruptcy Court.

(ii) The Debtors and their advisors diligently and in good faith marketed the Assets to secure the highest or otherwise best offer. Since the commencement of this case, the Debtors sought, among other things, offers for all or part of the Assets. In addition, on March 31, 2006, the Debtors (or their agents) mailed the Notice of Bidding Procedures (the "Bidding Procedures Notice" as incorporated into the Bidding Procedures Order) to each of the entities known to the Debtors that had previously expressed an interest in the Assets. On April 3, 2006, the Debtors caused the publication of a notice substantially in the form of the Bidding Procedures Notice in the Detroit Free press. On April 4, 2006, the Debtors caused the publication of a notice substantially in the form of the Bidding Procedures Notice in the Wall Street Journal, Midwest Edition.

(iii) The terms and conditions set forth in the Sale Documents, and the transfer to Purchaser of the Assets pursuant thereto, represent a fair and reasonable purchase price and constitute the highest and otherwise best offer obtainable for the Assets. A sale of the Assets at this time to Purchaser pursuant to 11 U.S.C. § 363(b) will preserve the value of the Assets and maximize the Debtors' estates for the benefit of all constituencies. Delaying approval of the Sale might result in Purchaser's termination of the Sale Documents and may result in an alternative outcome that could achieve less value for the Debtors' estates and their creditors.

Sale Hearing

M. A fair and reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, as well as the Sale Hearing has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee for the Southern District of Indiana, (ii) counsel for the Purchaser, and (iii) all entities (or counsel thereof) known to have asserted any Interests or Claims (as defined below) in or upon the Assets, (iv) all federal, state and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Motion, (v) all parties known to have expressed a bona fide interest in acquiring the Assets, (vi) the Internal Revenue Service, (vii) all entities who have filed a notice of appearance and request for service of papers in these cases, and (viii) all other known prepetition creditors of the Debtors.

Good Faith

N. The Debtors and Purchaser negotiated the Sale Documents in good faith, without collusion, and at arm's length within the meaning of 11 U.S.C. § 363(m). Purchaser is a good faith purchaser under 11 U.S.C. § 363(m), and, as such, is entitled to the protections of 11 U.S.C. § 363(m). Purchaser will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the Sale and the transactions contemplated by the Sale Documents at all times after the entry of this Order, and is entitled to the protection of 11 U.S.C. § 363(m).

O. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Sale Documents or the transactions contemplated thereby to be avoided or otherwise challenged under 11 U.S.C. § 363(n). The sale process was fair and reasonable and conducted in good faith and was not the result of collusive or otherwise unlawful conduct on the part of the Purchaser or any other third party.

Consideration Adequate

P. Purchaser's offer for the Assets is the highest and best offer received by the Debtors after a period in which third parties had sufficient opportunity to seek information and enter into discussions or negotiations with the Debtors and their retained advisors concerning a sale of the Assets. The consideration offered by the Purchaser is fair and reasonable and constitutes fair and adequate consideration and reasonably equivalent value for the Assets pursuant to the Bankruptcy Code, the Uniform Fraudulent Conveyance Act and the Uniform Fraudulent Transfer Act.

Sale Free and Clear of Interests and Claims

Q. Not selling the Assets free and clear of all Interests and Claims (as defined below) would adversely affect the Debtors' estates, and a sale of Assets other than one free and clear of Interests and Claims would be of substantially less benefit to the Debtors' estates.

R. Purchaser would not have entered into the Sale Documents and would not consummate the Sale or the transactions contemplated by the Sale Documents, thus adversely affecting the Debtors, their estates, and their creditors, if the Sale of the Assets to Purchaser were not free and clear of all Interests and Claims, or if Purchaser would, or in the future could, be liable for any of the Interests or Claims.

S. The Debtors may sell their interests in the Assets free and clear of all Interests or Claims because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. All holders of Interests or Claims that did not object to the Sale are deemed to have consented to the Sale pursuant to 11 U.S.C. § 363(f)(2).

T. In addition, all holders of Interests or Claims who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests or Claims, if any, attach to the cash proceeds of the Sale.

U. The Sale (i) is a legal, valid and effective transfer of the Assets to Purchaser and (ii) vests Purchaser with all right, title, and interest of the Debtors in the Assets upon the Closing free and clear of any Interests or Claims (as defined below) pursuant to 11 U.S.C. §§ 105, 363(b) and 363(f), including, but not limited to encumbrances (a) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or Purchaser's interest in the Assets, or any similar rights or (b) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the business prior to the Closing Date.

Assumption and Assignment of Contracts

V. The decision to assume and assign any of the Assumed Contracts is based on the reasonable exercise of the Debtors' business judgment and is in the best interests of the Debtors' estates.

W. The Purchaser has demonstrated adequate assurance of future performance with respect to the Assumed Contracts.

Other Findings

X. The Purchaser is not assuming any liabilities of the Debtors or their subsidiaries and affiliates other than the Assumed Liabilities expressly set forth in the Sale Documents.

Y. The Sale does not constitute a sub rosa Chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford.

Z. The Purchaser is not an "insider" of any of the Debtors, as that term is defined in 11 U.S.C. § 101.

AA. All findings of fact and conclusions of law made or announced by the Court at the Sale Hearing are incorporated herein.

**BASED ON THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED
AND DECREED, EFFECTIVE IMMEDIATELY, AS FOLLOWS:**

1. The Sale Relief requested in the Motion is GRANTED as set forth below.
2. Any and all Objections not withdrawn, waived, or settled are hereby overruled and denied.
3. Potential bidders had adequate notice of the Sale Hearing and were given an adequate opportunity to make competing bids. All entities whether known or unknown asserting Interests and Claims on the Assets had adequate notice of the Sale Hearing.
4. Notice of the Sale Hearing was reasonably calculated under the circumstances and complied in all respects with Section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of Sale Documents

5. Pursuant to 11 U.S.C. § 363(b), the Sale, the Sale Documents and the transactions contemplated thereby are approved in all respects.
6. Pursuant to 11 U.S.C. § 363(b), the Debtors are hereby authorized and directed to sell the Assets to the Purchaser and consummate the Sale in accordance with and subject to the terms and conditions of the Sale Documents, and to transfer and assign all right, title and interest (including common law rights) to all property, licenses and rights to be conveyed in accordance with and subject to the terms and conditions of the Sale Documents, and are further authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement, the Sale Documents, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale Documents, including without limitation the related documents, exhibits and schedules, and to take all further actions as may be reasonably requested by Purchaser for the purposes of assigning, transferring,

granting, conveying and conferring to Purchaser or reducing to possession, the Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Sale Documents.

7. The transfer of the Assets to Purchaser pursuant to the Sale Documents does not require any consents other than as specifically provided for in the Sale Documents and constitutes a legal, valid, and effective transfer of the Assets, and shall vest Purchaser with all right, title, and interest of the Debtors in and to the Assets free and clear of all Interests and Claims of any kind or nature whatsoever (except for the Assumed Liabilities).

Consideration Adequate

8. The consideration provided by Purchaser for the Assets under the Asset Purchase Agreement is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

Good Faith and No Collusion

9. The transactions contemplated by the Sale Documents have been bargained for and undertaken by the Purchaser and the Debtors at arm's length, without collusion, and in good faith within the meaning of Bankruptcy Code section 363(m); the Purchaser and the Debtors have not engaged in any conduct that would cause or permit the Sale Documents to be avoided. Upon the granting of this Order by this Court with respect to the Sale Documents, Purchaser shall be entitled to the protection of section 363(m) of the Bankruptcy Code.

10. Pursuant to Bankruptcy Code section 363(m), if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity and

enforceability of any transfer under the Sale Documents or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal), and notwithstanding any reversal, modification or vacatur, shall be governed in all respects by the original provisions of this Order and the Sale Documents, as the case may be.

11. The consideration paid by Purchaser in the Sale for the Assets under the Sale Documents is fair and reasonable, and may not be avoided or otherwise challenged under 11 U.S.C. § 363(n).

Transfer of Assets Free and Clear

12. Except as provided in the Sale Documents, to the fullest extent possible pursuant to 11 U.S.C. §§ 363(b) and 363(f), upon the Closing Date, the Assets shall be transferred to the Purchaser free and clear of all mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any Court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or their predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or

unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (collectively, "Interests or Claims") (except for Assumed Liabilities) with all such Interests or Claims (other than Assumed Liabilities) to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Assets, subject to any claims and defenses the Debtors may possess with respect thereto. Following the Closing Date, no holder of any Interests or Claims in the Assets shall interfere with Purchaser's title to or use and enjoyment of the Assets based on or related to such Interests or Claims, or any actions that the Debtors may take in their chapter 11 cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Sale Documents or this Order.

13. Except as expressly provided in the Sale Documents, Purchaser is not assuming nor shall it or any affiliate of Purchaser be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership or use of the Assets prior to the consummation of the transactions contemplated by the Sale Documents, or any liabilities calculable by reference to the Debtors or their assets or operations, or relating to continuing or other conditions existing on or prior to consummation of the transactions contemplated by the Sale Documents, which liabilities, debts, and obligations are hereby extinguished insofar as they

may give rise to liability, successor or otherwise, against Purchaser or any affiliate of the Purchaser.

Permanent Injunction

14. Except as otherwise provided in the Sale Documents and documents executed in connection therewith, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding interests or claims arising in any way in connection with any acts, or failure to act, of the Debtors or the Debtors' predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), obligations, demands, or guaranties of any kind and nature against or in the Debtors or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Debtors, the Assets, the operation of the Debtors' business prior to the Closing Date, or the transfer of the Assets to the Purchaser and the subsequent assumption and assignment of the Assumed Contracts, hereby are, and will be (upon consummation of an assumption and assignment of a Assumed Contracts in accordance with this Order), forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns, their property, or any designee, such persons' or entities' Interests or Claims (other than the Assumed Liabilities).

15. Other than the Assumed Liabilities, the sale, transfer, assignment and delivery of the Assets pursuant to the Sale Documents shall not be subject to any Interests or Claims, and Interests or Claims of any kind or nature whatsoever shall attach only to the net proceeds of the Sale in their order of priority. All persons holding Interests or Claims against the Assets of any kind or nature whatsoever (other than persons holding Assumed Liabilities) shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting,

prosecuting, or otherwise pursuing such Interests or Claims of any kind or nature whatsoever against Purchaser, its property, its successors and assigns, its affiliates or the Assets, with respect to any Interests or Claims of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtors, their estates, or the Assets. Following the Closing Date, no holder of an Interest or Claim against the Debtors shall interfere with Purchaser's title to or use and enjoyment of the Assets based on or related to such Interests or Claims (other than Assumed Liabilities) and all such Interests and Claims, if any, (other than Assumed Liabilities) shall be and hereby are channeled, transferred and attached solely and exclusively to the proceeds of the Sale in their order of priority.

16. Except as otherwise provided in the Sale Documents and documents executed in connection therewith, the Purchaser is not assuming nor shall it in any way whatsoever be liable or responsible, as a successor or otherwise, for any liabilities, debts, commitments or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed or otherwise) of the Debtors or any liabilities, debts, commitments or obligations in any way whatsoever relating to or arising from the Assets or the Debtors' operations or use of the Assets on or prior to the Closing Date or any such liabilities, debts, commitments or obligations that in any way whatsoever relate to periods on or prior to the Closing Date or are to be observed, paid, discharged or performed on or prior to the Closing Date (in each case, including any liabilities that result from, relate to or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Debtors or their assets or operations, or relating to continuing conditions existing on or prior to the Closing Date, which liabilities, debts, commitments and obligations are hereby extinguished insofar as they may give

rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments or obligations has delivered to the Purchaser a release thereof.

17. Without limiting the generality of the foregoing, except as provided in the Sale Documents, the Purchaser shall not be liable or responsible, as a successor or otherwise, for the Debtors' liabilities, debts, commitments or obligations, whether calculable by reference to the Debtors, arising on or prior to the Closing and under or in connection with (i) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Debtors are parties, (ii) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtors, (iii) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or the Worker Adjustment and Retraining Notification Act, (iv) workers' compensation, occupational disease or unemployment or temporary disability insurance claims, (v) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (vi) any bulk sales or similar law,

(vii) any liabilities, debts, commitments or obligations of, or required to be paid by, the Debtors for any taxes of any kind for any period, (viii) any liabilities, debts, commitments or obligations for any taxes relating to the business of the Debtors or the Assets for or applicable to the pre-Closing period, (ix) any litigation, and (x) any products liability or similar claims, whether pursuant to any state or any federal laws or otherwise.

18. The recitation, in the immediately preceding paragraph of this Order, of specific agreements, plans or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments or obligations referred to therein.

19. Except as otherwise expressly provided in the Sale Documents, no person or entity, including, without limitation, any federal, state or local governmental agency, department or instrumentality, shall assert by suit or otherwise against the Purchaser or its successors in interest any claim that they had, have or may have against the Debtors, or any liability, debt or obligation relating to or arising from the Assets, or the Debtors' operation of the Business or use of the Assets, including, without limitation, any liabilities calculable by reference to the Debtors or their operations, and all persons and entities are hereby enjoined from asserting against the Purchaser in any way any such claims, liabilities, debts or obligations.

20. Upon the closing of the transactions contemplated by the Sale Documents, Purchaser shall not be deemed to (i) be the successor of the Debtors, (ii) have, *de facto*, or otherwise, merged with or into the Debtors, or (iii) be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors.

Assumed Contracts

21. The Debtors are hereby authorized, in accordance with Sections 365(b)(1) and (f)(2) of the Bankruptcy Code, to: (i) assume the Assumed Contracts; (ii) sell, assign and transfer to Purchaser, each of the Assumed Contracts in each case free and clear of all Interests

and/or Claims (except Assumed Liabilities); (iii) execute and deliver to Purchaser, such assignment documents as may be necessary to sell, assign and transfer the Assumed Contracts.

22. The Court finds that there are no defaults existing prior to the date hereof under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and no compensation or adequate assurance of compensation are due to any party under any of the Assumed Contracts, within the meaning of Section 365(b)(1)(B) of the Bankruptcy Code. The Purchaser has provided adequate assurance of its future performance of and under the Assumed Contracts, within the meaning of section 365(b)(1)(C) of the Bankruptcy Code and no further adequate assurance on the part of the Purchaser is required. With respect to the Debtors' contracts for production for GM and/or its affiliates not assumed under this Order and the Sale Documents, the Court makes no findings regarding whether a default exists under such contracts.

23. With respect to the Assumed Contracts: (i) the Assumed Contracts shall be transferred and assigned to, and following the closing of the Sale remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer; (ii) each Assumed Contract is an executory contract of the Debtors under section 365 of the Bankruptcy Code; (iii) the Debtors may assume each Assumed Contract in accordance with section 365 of the Bankruptcy Code; (iv) the Debtors may assign each Assumed Contract in accordance with sections 363 and 365 of the Bankruptcy Code and any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty, condition

renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (v) all other requirements and conditions under section 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assumed Contract have been satisfied; and (vi) upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title and interest of each Assumed Contract. Notwithstanding anything to the contrary contained herein, nothing contained in this Order in any way alters, modifies, amends or extinguishes any of GM's or the Debtors' rights in respect to any defaults, if any, under any of the Debtors' contracts, purchase orders or sale agreements with General Motors Corporation or its affiliates not assumed under this Order and the Sale Documents, all of which rights are expressly reserved.

24. Nothing in paragraphs 22 and 23 shall affect the Purchaser's rights and/or obligations with respect to the Assumed Contracts.

25. There shall be no rent accelerations, assignment fees, increases (including advertising rates) or any other fees charged to Purchaser, the Debtors or the Debtors' estates as a result of the assumption, assignment and sale of the Assumed Contracts, other than in full satisfaction of Metaldyne's cure claim under its Assumed Contracts, Purchaser shall pay \$25,000 to Metaldyne at Closing. The Assumed Contracts, upon assignment to Purchaser, shall be deemed valid and binding, in full force and effect in accordance with its terms.

26. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all parties to the Assumed Contracts are forever barred and enjoined from raising or asserting against Purchaser, the Debtors or the Debtors' estates, any assignment fee, default, breach, cure, cure amount or claim or pecuniary loss, or condition to assignment, arising under or related to

the Assumed Contracts existing as of the Closing or arising by reason of the Closing. Any party that may have had the right to consent to the assignment of its Assumed Contract is deemed to have consented to such assignment for purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code and otherwise if it failed to object to the assumption and assignment of the relevant Assumed Contract.

Transfer Tax Exemption

27. The transfer of the Assets to the Purchaser under this Sale Order is exempt from any transfer or stamp tax under section 1146(c) of the Bankruptcy Code, whether imposed or assessable against the Debtors or the Purchaser.

Execution of Sale

28. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of all of the Assets or a bill of sale transferring good and marketable title in such Assets to Purchaser pursuant to the terms of the Sale Documents.

29. Except as otherwise provided in the Sale Documents, on the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective Interests or Claims against the Assets, if any, as may have been recorded or may otherwise exist.

30. Each and every federal, state and governmental agency or department, and any other person or entity is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Documents.

31. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests or Claims against or in the Assets shall not have delivered to the Debtors prior to the Closing, in proper

form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Assets, or otherwise, then (i) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the Purchaser or entity with respect to the Assets and (ii) the Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Assets of any kind or nature.

32. All entities who are presently, or on the Closing may be, in possession of some or all of the Assets to be sold, transferred or conveyed pursuant to the Sale Documents are hereby directed to surrender possession of the Assets to the Purchaser on the Closing Date.

33. The Debtors, including but not limited to their respective officers, employees and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Sale Documents and this Order. The Debtors shall be, and hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Order.

34. The automatic stay pursuant to 11 U.S.C. § 362 is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court (i) to allow the Purchaser to give the Debtors any notice provided for in the Sale Documents, and (ii) to allow the Purchaser to take any and all actions permitted by the Sale Documents in accordance with the terms and conditions thereof.

Additional Provisions

35. All amounts, if any, to be paid by the Debtors pursuant to or in connection with the Sale Documents, including the Expense Reimbursement (as defined in the Asset

Purchase Agreement), constitute administrative expenses under 11 U.S.C. §364(c)(1) and are immediately payable if and when any such obligation arises under the Sale Documents without further order of the Court; provided, however, that, after the Closing, any such claim, if any, shall be limited to, and shall be satisfied solely from, the Holdback Amount subject to the terms and conditions of the Escrow Agreement (including, without limitation, the notice requirements and objection rights under the Escrow Agreement).

36. After the Closing, the Buyer shall pay any and all ad valorem taxes, personal property taxes and other similar taxes assessed against any of the Asset for tax periods beginning on or after January 1, 2006, and ending on or after the Closing Date to the appropriate taxing authorities when due, prior to becoming delinquent. At any time after the Closing Date, the Purchaser may file an estimated claim for indemnification for any and all Taxes (as defined in the Asset Purchase Agreement) assessed against any of the Assets for tax periods beginning on or after January 1, 2006, and ending on the Closing Date. Promptly after the receipt of an invoice from the appropriate taxing authorities, Purchaser shall deliver a copy of such invoice to the Escrow Agent and the Debtors pursuant to and in accordance with the terms of the Escrow Agreement. On the 5th business day after the delivery of such invoice to the Escrow Agent and the Debtors, the Escrow Agent shall distribute to Purchaser from the Escrow Account an amount equal to the amount of any such Taxes applicable to the portion of the tax period beginning on or after January 1, 2006, and ending on the Closing Date. For the avoidance of doubt, the Purchaser shall have no liability or obligation of any nature whatsoever for Taxes payable by Amcast, relating to the operations of the Assets.

37. The Debtors are authorized to pay to Nexbank, SSB as agent to the pre-petition lenders (the "Pre-Petition Lenders") the proceeds from the sale of the Assets (the "Sale

Proceeds") provided, however, that, in the event this Court determines for any reason that the Sale Proceeds should be returned to the Debtors' estates, including, but not limited to, that (i) the Pre-Petition Lenders do not, and/or did not, possess a valid and enforceable lien on the Sale Proceeds, (ii) the Sale Proceeds are subject to surcharge under 11 U.S.C. § 506(c), and/or (iii) if the Pre-Petition Lenders are paid an amount pursuant to this Order that allows them to receive more than they would be entitled to receive as a matter of law on their claims against the Debtors, the Pre-Petition Lenders shall, within thirty (30) days of the entry of an order with respect to either (i), (ii) or (iii) above or an order on any other basis determining that all or a portion of the Sale Proceeds should be returned to the estates, return to the Debtors' estates any amount of the Sale Proceeds that exceeds the amount which the Pre-Petition Lenders would otherwise be entitled to receive on their claims. Nothing in this paragraph shall alter or affect the rights of the Purchaser under this Order, including but not limited to, the transfer of the Assets free and clear of all Interests and Claims to the Purchaser.

38. This Order and the Sale Documents shall be binding in all respects upon all creditors (whether known or unknown) of the Debtors, all successors and assigns of the Purchaser, the Debtors and their affiliates and subsidiaries, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code and shall not be subject to rejection. Nothing contained in any chapter 11 plan confirmed in this bankruptcy case or the confirmation order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the Sale Documents or this Order.

39. To the extent any provision of this Order is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern. Nothing in this

Order shall alter or amend the Asset Purchase Agreement and the obligations of the Debtors and Purchaser thereunder.

40. The terms and provisions of the Sale Documents and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, Purchaser, and its respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting an Interest or Claim in the Assets to be sold to Purchaser pursuant to the Sale Documents, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

41. To the extent permitted by Section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

42. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

43. Any provision in any agreement to which any of the Debtors are a party that purports to declare a breach or default as a result of a change of control in respect of the sale or transfer of the Assets is hereby deemed unenforceable and all such agreements shall remain in full force and effect.

44. The failure specifically to include or to reference any particular provision of the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of

such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

45. The Sale Documents and any related agreements, documents, or other instruments may only be modified, amended or supplemented in a non-material manner by the parties thereto in accordance with the terms thereof without further order of the Court.

46. The provisions of this Order are nonseverable and mutually dependent.

47. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, the Sale Documents in all respects and to decide any disputes arising between the Debtors, the Purchaser, and/or their respective successors and assigns, with respect thereto, including, but not limited to, interpretation of the terms, conditions and provisions thereof, and the status, nature and extent of the Assets, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Assets free and clear of Interests or Claims.

48. Notwithstanding Bankruptcy Rules 6004(g), 6006(d) and 7062, this Order shall be effective and enforceable immediately upon entry.

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