

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Bank SSB as Successor Agent to KeyBank NA		05/18/2005	COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	LBC Acquisitions, LLC		
Street Address:	One Northgate Park		
Internal Address:	Suite 205		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37415		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0515316	FLAGG-FLOW	
CORRESPONDENCE DATA			
Fax Number:	(404)221-6501		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	atlip@bakerdonelson.com		
Correspondent Name:	Baker Donelson Bearman Caldwell		
Address Line 1:	3414 Peachtree Road NE		
Address Line 2:	Monarch Plaza, Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	2921324-000001		
NAME OF SUBMITTER:	Carl M. Davis II		
Signature:	/carl m. davis ii/		

OP \$40.00 0515316

Date:

04/09/2012

Total Attachments: 16

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CONSENT AND ACKNOWLEDGMENT

THIS CONSENT AND ACKNOWLEDGMENT (the "*Consent*") is hereby executed and delivered as of the 18th day of May, 2005, by Heritage Bank, SSB, in its capacity as collateral agent (the "*Collateral Agent*") for the Banks (defined below) and the Lending Parties (defined below), each of the undersigned Banks (defined below) and the Lending Parties (defined below), and Lee Brass Company (the "*Seller*") in connection with the purchase by LBC Acquisitions, LLC (the "*Purchaser*") from Seller of the Acquired Assets and the assignment by Seller to Purchaser of the Assumed Contracts pursuant to the terms of that certain Asset Purchase Agreement dated May 9, 2005 by and between Seller and Purchaser, attached hereto as *Exhibit A* (the "*Purchase Agreement*"). Capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Purchase Agreement defined below.

WHEREAS, pursuant to the Credit Agreement dated as of August 14, 1997 (as amended, the "*Credit Agreement*") by and among Amcast Industrial Corporation, an Ohio corporation, as borrower (the "*Borrower*"), the lenders party thereto (collectively, the "*Banks*"), and Heritage Bank, SSB, as successor to KeyBank National Association, as agent (in such capacity, "*Agent*") and collateral agent for the Banks, the Banks have made certain loans and have extended credit to the Borrower;

WHEREAS, pursuant to the Note Agreements (as defined in the Credit Agreement and herein called, the "*Note Agreements*"), each Noteholder (as defined in the Credit Agreement and herein called, a "*Noteholder*") has made certain loans to Borrower; and pursuant to the Line of Credit Documents (as defined in the Credit Agreement and herein called the "*Line of Credit Documents*"), each Line of Credit Lender (as defined in the Credit Agreement and herein called, a "*Line of Credit Lender*") has made certain loans and other extensions of credit to Borrower (for purposes hereof, the Banks, the Noteholders and the Line of Credit Lenders are collectively referred to as, the "*Lenders*;" and the Agent (on behalf of the Banks), the Noteholders, and the Line of Credit Lenders are collectively referred to as, the "*Lending Parties*");

WHEREAS, pursuant to that certain Guaranty of Payment of Debt dated as of May 28, 2000 by Seller in favor of the Agent, Seller, in its capacity as a Guarantor of Payment (as defined in the Credit Agreement and herein called, a "*Guarantor of Payment*"), agreed to guaranty, among other things, the obligations under the Credit Agreement; and pursuant to that certain Guaranty of Payment of Debt dated as of June 12, 2001 by Seller in favor of the Noteholders, Seller, in its capacity as a Guarantor of Payment, agreed to guaranty, among other things, the obligations under the Note Agreements (collectively, the "*Guaranties*");

WHEREAS, pursuant to that certain Security Agreement dated as of May 28, 2000 (the "*Security Agreement*") by Seller in favor of Collateral Agent, Seller granted to Collateral Agent, for the benefit of the Banks, a security interest in certain collateral (the "*Lee Brass Collateral*"), which includes, without limitation, some or all of the Acquired Assets and Assumed Contracts, in order to secure the obligations under the Credit Agreement, the Note Agreements, the Line of Credit Documents, the Guaranties, and the other Loan Documents (as defined in Credit Agreement and herein called, the "*Loan Documents*");

WHEREAS, the Lending Parties and Collateral Agent are parties to that certain Collateral Agency and Intercreditor Agreement dated as of June 5, 2001 (the "*Collateral Agreement*") which provides, among other matters, that any security interest or lien granted by Borrower or any Guarantor of Payment to Collateral Agent or any Lender in order to secure the obligations under any one or more Loan Documents shall be deemed to be held by Collateral

Agent or such Lender for the benefit of the Lending Parties in order to secure the obligations under all of the Loan Documents in accordance with the respective terms and priorities set forth in the Collateral Agreement;

WHEREAS, Seller, along with Borrower and certain other subsidiaries of Borrower, filed for protection under Chapter 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**") on November 30, 2004, such cases being jointly administered under Case No. 04-40504 in the United States Bankruptcy Court for the Southern District of Ohio Western Division (the "**Bankruptcy Court**");

WHEREAS, Seller desires to sell, transfer, convey the Acquired Assets and assign the Assumed Contracts to Purchaser (such transaction being herein called, the "**Sale**") free and clear of all liens, claims, interests and encumbrances pursuant to the terms of the Purchase Agreement and Sections 363(b) and 363(f) of the Bankruptcy Code; and

WHEREAS, Purchaser has requested the execution and delivery of this Consent by the Collateral Agent in order to confirm that: (a) Collateral Agent consents to the transfer free and clear of all liens, claims, interests and encumbrances of the Acquired Assets and assignment of the Assumed Contracts pursuant to and in accordance with the terms and conditions contained in the Purchase Agreement; and (b) Collateral Agent agrees not to exercise any right it may have to credit bid pursuant to Section 363(k) of the Bankruptcy Code at the Auction (as defined in the Purchase Agreement) except as provided herein.

NOW THEREFORE, for good and valuable consideration, and as a material inducement to Purchaser to engage in and consummate the Purchase Agreement, the parties hereto hereby agree and acknowledge the following:

Agreements and Acknowledgments of the Collateral Agent and Lending Parties.

1. Pursuant to Section 363(f)(2) of the Bankruptcy Code, the Collateral Agent and the Lending Parties hereby consent to the transfer free and clear of all liens, claims, interests and encumbrances of the Acquired Assets and the assignment of the Assumed Contracts to Purchaser pursuant to and in accordance with the terms and conditions contained in the Purchase Agreement; *provided, that*, the Seller agrees to disburse the net proceeds of the Closing Cash Purchase Price (the "**Proceeds**") to the Collateral Agent for the benefit of the Lending Parties as soon as practicable upon the consummation of the transactions contemplated by the Purchase Agreement and obtaining the necessary approvals of the Bankruptcy Court. Notwithstanding any other provision set forth in this Consent, the foregoing consent and the other agreements made by Collateral Agent and the Lending Parties herein shall be ineffective in the event that (a) the Bankruptcy Court fails to approve the Sale Order, the Bidding Procedures Order, the Purchase Agreement, or any of the transactions contemplated thereby, (b) the terms and provisions of the Purchase Agreement are amended in any material respect, or any material term or provision is waived by Seller, without the Collateral Agent's prior written consent, or (c) the failure of the Purchaser to consummate the transactions contemplated by the Purchase Agreement.
2. Prior to the Closing Date, the Collateral Agent shall deliver to Seller, to be held in escrow pending consummation of the transactions contemplated by the Purchase Agreement, in proper form for recordation and duly executed,

termination statements, instruments of satisfaction, releases or such other documents necessary to evidence the Collateral Agent's release of any and all liens, claims, interests and encumbrances of any kind or nature whatsoever in and to the Acquired Assets, with all such liens, claims, interests and encumbrances to attach to the proceeds of the Sale with the same validity, force, effect and priority they now have in the Acquired Assets.

3. The Collateral Agent and the Lending Parties hereby acknowledge that, upon consummation of the transactions contemplated by the Purchase Agreement, neither the Collateral Agent nor the Lending Parties shall have any further legal or equitable interest in or to the Acquired Assets, nor shall Collateral Agent nor any Lending Party attempt to enforce against the Acquired Assets or the Purchaser any liens, claims, interests or encumbrances which may exist in Collateral Agent's or any Lending Party's favor relating to the Acquired Assets.
4. The Collateral Agent and the Lending Parties hereby consent to the restriction of their discretionary right to credit bid pursuant to Section 363(k) of the Bankruptcy Code at the Auction. The Collateral Agent may only exercise its right to credit bid at the Auction on behalf of itself and the Lending Parties in the event that either: (a) the Purchaser and Seller have amended the Purchase Agreement to reduce the Initial Cash Purchase Price to less than \$5 million or to reduce the Assumed Liabilities provided for in the Purchase Agreement without the Collateral Agent's written consent; or (b) a Qualified Bid is made by a Qualified Bidder other than the Purchaser at the Auction.
5. Each of the undersigned individuals executing this Consent on behalf of the Collateral Agent and the Lending Parties, respectively, hereby represent and warrant that they have the full power and authority to execute this Consent.
6. The undersigned Lending Parties hereby authorize and direct the Collateral Agent to execute this Consent and any other documentation necessary to effectuate the transactions contemplated hereby, including, without limitation, any documentation necessary to release the Collateral Agent's liens on the Acquired Assets as set forth in *Paragraph 2* above. The undersigned Lending Parties hereby represent and warrant that they constitute the Required Lenders (as defined in the Collateral Agreement) and as such have sufficient power and authority under the Collateral Agreement to direct the Collateral Agent to take the foregoing action.

Agreements and Acknowledgments of the Seller.

1. Seller hereby agrees that, upon consummation of the transactions contemplated by the Purchase Agreement and after obtaining the necessary approvals of the Bankruptcy Court, it will disburse the Proceeds to the Collateral Agent for the benefit of the Lending Parties as soon as is practicable thereafter. Further, Seller acknowledges that the Collateral Agent and the Lending Parties have conditioned their consent to the Sale and their other agreements set forth herein upon the conditions set forth in paragraph 1 above, which includes, without limitation, that the Seller agree to the foregoing.

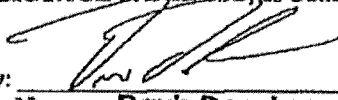
IN WITNESS WHEREOF, the undersigned parties have executed this Consent as of the date and year first above written.

LEE BRASS COMPANY, as Seller


By: Jeff A. McWilliams
Name: Jeff A. McWilliams
Title: Treasurer

(Signature Page to Consent and Acknowledgment)

HERITAGE BANK, SSB, as Collateral Agent

By: 
Name: **Davis Deadman, CFA**
Title: **Chief Executive Officer**
Heritage Bank, SSB

HERITAGE BANK, SSB, as Agent

By: 
Name: **Davis Deadman, CFA**
Title: **Chief Executive Officer**
Heritage Bank, SSB

(Signature Page to Consent and Acknowledgment)

BANKS:

PAM CAPITAL FUNDING L.P., as a Bank

**By: HIGHLAND CAPITAL MANAGEMENT, L.P., as
Collateral Manager**

By: 

Name:
Title:

**Todd Travers
Senior Portfolio Manager**

HIGHLAND LIQUIDITY FUND, L.P., as a Bank

**By: HIGHLAND CAPITAL MANAGEMENT, L.P., as
Collateral Manager**

By: 

Name:
Title:

**Todd Travers
Senior Portfolio Manager
Highland Capital Management, L.P.**

PAMCO CAYMAN I.T.D., as a Bank

**By: HIGHLAND CAPITAL MANAGEMENT, L.P., as
Collateral Manager**

By: 

Name:
Title:

**Todd Travers
Senior Portfolio Manager
Highland Capital Management, L.P.**

**HIGHLAND CRUSADER DEDICATED FUND, L.P.,
as a Bank**

**By: HIGHLAND CAPITAL MANAGEMENT,
L.P., as Collateral Manager**

By: 

Name:
Title:

**Todd Travers
Senior Portfolio Manager
Highland Capital Management, L.P.**

(Signature Page to Consent and Acknowledgment)

TRADEMARK

REEL: 004753 FRAME: 0240

**HIGHLAND CRUSADER OFFSHORE PARTNERS,
L.P., as a Bank**

By: HIGHLAND CAPITAL MANAGEMENT,
L.P., as Collateral Manager

By: 

Name:

Todd Travers

Title:

Senior Portfolio Manager
Highland Capital Management, L.P.

**CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM, as a Bank**

By: HIGHLAND CAPITAL MANAGEMENT,
L.P., as an authorized member of the Board

By: 

Name:

Title:

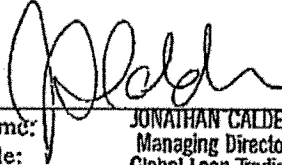
Todd Travers
Senior Portfolio Manager
Highland Capital Management, L.P.

(Signature Page to Consent and Acknowledgment)

CITIGROUP FINANCIAL PRODUCTS, INC., as a
Bank

By:

Name:
Title:



JONATHAN CALDER
Managing Director
Global Loan Trading
390 Greenwich St.
1st Floor
New York, NY 10013
(212) 723-6681

(Signature Page to Consent and Acknowledgment)

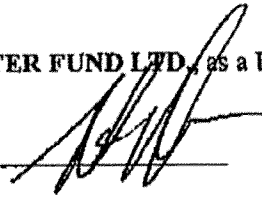
STEEL PARTNERS II, L.P., as a Bank

By: *Jack Howard*
Name: JACK HOWARD
Title:

(Signature Page to Consent and Acknowledgment)

LONGACRE MASTER FUND LTD, as a Bank

By: _____



By: _____

Name:
Title:

STEVEN S. WEISSMAN
MEMBER

LONGACRE CAPITAL PARTNERS L.P., as a Bank

By: _____



By: _____


Name:
Title:

STEVEN S. WEISSMAN
MEMBER

(Signature Page to Consent and Acknowledgment)

NOTEHOLDERS:

CITIGROUP GLOBAL MARKETS, INC., as a
Noteholder

By: 
Name: JONATHAN CALDER
Title: Managing Director
Global Loan Trading
390 Greenwich St.
1st Floor
New York, NY 10013
(212) 723-6681

(Signature Page to Consent and Acknowledgment)

PAM CAPITAL FUNDING L.P., as a Noteholder

By: HIGHLAND CAPITAL MANAGEMENT,
L.P., as Collateral Manager

By: 

Name:
Title: **Todd Travers**
Senior Portfolio Manager

Highland Capital Management, L.P.

HIGHLAND LEGACY LIMITED, as a Noteholder

By: HIGHLAND CAPITAL MANAGEMENT,
L.P., as Collateral Manager

By: 

Name: **Todd Travers**
Title: **Senior Portfolio Manager**
Highland Capital Management, L.P.

PAMCO CAYMAN LTD., as a Noteholder

By: HIGHLAND CAPITAL MANAGEMENT,
L.P., as Collateral Manager

By: 

Name:
Title: **Todd Travers**
Senior Portfolio Manager
Highland Capital Management, L.P.

**HIGHLAND CRUSADER OFFSHORE PARTNERS,
L.P., as a Noteholder**

By: HIGHLAND CAPITAL MANAGEMENT,
L.P., as Collateral Manager


By: 

Name:
Title: **Todd Travers**
Senior Portfolio Manager
Highland Capital Management, L.P.

(Signature Page to Consent and Acknowledgment)

LINE OF CREDIT LENDERS:

**CITIGROUP FINANCIAL PRODUCTS, INC., as a
Line of Credit Lender**

By:  _____
Name: JONATHAN CALDER
Title: Managing Director
Global Loan Trading
390 Greenwich St.
1st Floor
New York, NY 10013
(212) 723-6681

(Signature Page to Consent and Acknowledgment)

FROM : Highland Capital Management LP FAX NO. :

May. 18 2005 05:39PM P5

**HIGHLAND CRUSADER OFFSHORE PARTNERS,
L.P., as a Line of Credit Lender**

By: HIGHLAND CAPITAL MANAGEMENT,
L.P., as Collateral Manager

By: 

Name:

Title:

Todd Travers
Senior Portfolio Manager
Highland Capital Management, L.P.

(Signature Page to Consent and Acknowledgment)

TRADEMARK
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STEEL PARTNERS II, L.P., as a Line of Credit Lender

By: *[Signature]*
Name: JACK HOWARD
Title: PARTNER

(Signature Page to Consent and Acknowledgment)

EXHIBIT A

Asset Purchase Agreement

(Exhibit A to Consent and Acknowledgment)

RECORDED: 04/09/2012

**TRADEMARK
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