

07-11-2001
101772847

To the Honorable Commissioner of Patents and Trademarks: Please

ad original documents or copy thereof.

1. Name of conveying party(ies):

Elkhart Products Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: June 5, 2001

2. Name and address of receiving party(ies)

Name: KeyBank National Association,
Internal as agent
Address: _____

Street Address: 127 Public Square

City: Cleveland State: Ohio Zip: 44114

- ☐ Individual(s) citizenship _____
☒ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ Other _____

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)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

MRD 6/29/01
0679862

Additional number(s) attached ☐ Yes ☒ No

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

Name: John E. Mazey

Internal Address: Jones, Day, Reavis & Pogue
North Point

Street Address: 901 Lakeside Avenue

City: Cleveland State: Ohio Zip: 44114

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathie J. Kopczyk

Name of Person Signing

Kathie J. Kopczyk
Signature

June 29, 2001

Date

Total number of pages including cover sheet, attachments, and document: 18

07/10/2001 DBYRME 00000079 0679862

01 FC:481

40.00
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002326 FRAME: 0194

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

1. Recitals.

AMCAST INDUSTRIAL CORPORATION, an Ohio corporation (together with its successors and assigns, "Pledgor"), the financial institutions listed on Schedule 1 to the Credit Agreement, as hereinafter defined, (collectively, "Banks" and, individually, "Bank") and KEYBANK NATIONAL ASSOCIATION, as agent for the Banks ("Agent"), are entering into the Credit Agreement. ELKHART PRODUCTS CORPORATION, an Indiana corporation ("Pledgor"), desires that the Banks grant the financial accommodations to Borrower as described in the Credit Agreement.

Pledgor, a subsidiary of Borrower whose financing is provided by the Loans, as hereinafter defined, deems it to be in the direct pecuniary and business interests of Pledgor that Borrower obtain from the Banks the Commitment, as defined in the Credit Agreement, and the Loans provided for in the Credit Agreement.

Pledgor understands that the Banks are willing to enter into the Credit Agreement and to grant the financial accommodations described therein to Borrower only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of the Banks, a security interest in and collateral assignment of the Collateral, as hereinafter defined, and this Collateral Assignment and Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation granted to Borrower by the Banks and for other valuable considerations.

2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

2.1. "Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

2.2. "Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing.

2.3. "Credit Agreement" shall mean the Last-In-First-Out Credit Agreement executed by and among Borrower, the Banks and Agent and dated as of the ____ day of June, 2001, as the same may from time to time be amended, restated or otherwise modified.

2.4. "Debt" shall mean, collectively, (a) all Loans; (b) all other indebtedness now owing or hereafter incurred by Borrower to Agent or any Bank pursuant to the Credit Agreement and any Note executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all fees or other amounts payable by Borrower pursuant to the Credit Agreement; (e) all obligations and liabilities of Borrower now existing or hereafter incurred to Agent or any Bank (or any affiliate of such Bank) under, arising out of, or in connection with any Hedge Agreement; (f) every other liability, now or hereafter owing to Agent or any Bank by Borrower or Pledgor pursuant to the Credit Agreement or any other Loan Document; and (g) all Related Expenses.

2.5. "Event of Default" shall mean an Event of Default, as defined in the Credit Agreement.

2.6. "Hedge Agreement" shall mean any currency swap or hedge agreement, interest rate swap, cap, collar or floor agreement, or other interest rate management device entered into by Borrower with Agent or any of the Banks, or any of their respective affiliates, in connection with the Debt.

2.7. "Loan" shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

2.8. "Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

2.9. "Related Expenses" shall mean any and all reasonable costs, liabilities and expenses (including, without limitation, losses, damages, penalties, claims, actions, reasonable attorneys' fees, legal expenses, judgments, suits, and disbursements) (a) incurred by Agent or imposed upon or asserted against Agent or any Bank, in any attempt by Agent and the Banks to (i) obtain, preserve, perfect or enforce any security interest evidenced by this Agreement, the Credit Agreement or any Related Writing, as defined in the Credit Agreement; (ii) obtain payment, performance or observance of any and all of the Debt; or (iii) maintain, insure, audit, collect, preserve, repossess or dispose of any of the Collateral or any other collateral securing the Debt, including, without limitation, costs and expenses for appraisals, assessments and audits of Borrower or any such collateral; or (b) incidental or related to (a) above, including, without limitation, interest thereupon from the date incurred, imposed or asserted until paid at the Default Rate, as defined in the Credit Agreement.

2.10. "USPTO" shall mean the United States Patent and Trademark Office in Washington D.C.

Except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that the Banks shall at all

times have, and hereby grants to Agent, for the benefit of the Banks, a security interest in and collateral assignment of all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Agent or any Bank of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor represents and warrants to Agent and each Bank that:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) The Collateral set forth in subpart (a) of the "Collateral" definition of this Agreement is valid and enforceable;

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) Except for liens expressly permitted pursuant to Section 4.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

(f) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Pledgor.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Agent, for the benefit of the Banks, and its employees and agents the right, during regular business hours, to visit Pledgor's plants and facilities or the plants and facilities of any subcontractors (to the extent that Pledgor has the right to grant such right) which manufacture, inspect, sell or store products sold under any of the Collateral, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all

patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. Event of Default.

(a) Pledgor expressly acknowledges that Agent, on behalf of the Banks, shall record this Agreement with the USPTO. Contemporaneously herewith, Pledgor shall execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Agent in the form reflected on the face of the Assignment and Agent may, in its sole discretion, record the Assignment with USPTO.

(b) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Agent, on behalf of the Banks, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Agent may deem advisable, Agent, on behalf of the Banks, may in its discretion, sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Agent shall give Pledgor no fewer than ten (10) days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Agent or any Bank may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Agent may apply the net proceeds of each such sale to or toward the payment of the Debt, whether or not then due, in such order and by such division as Agent in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Debt shall remain liable for any deficiency. In addition, Agent shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Termination. At such time as the Debt shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Banks, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Agent shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release

Agent's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Agent, for the benefit of the Banks, pursuant hereto.

10. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent and the Banks in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Agent and, until so paid, shall be added to the principal amount of the Debt.

11. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Agent in writing, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

12. Agent's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Agent, on behalf of the Banks, shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Agent and the Banks for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Agent and the Banks in connection with the provisions of this Section 12, in the event Agent, on behalf of the Banks, elects to join in any such action commenced by Pledgor.

13. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of the Banks, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Agent, on behalf of the Banks, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent, on behalf of the Banks, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all

that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Agent's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Banks, may, but is not obligated to, do so in Pledgor's name or in the name of Agent, on behalf of the Banks, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent, upon request, in full for all expenses, including attorneys' fees, incurred by Agent and the Banks in protecting, defending and maintaining the Collateral.

15. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect the interest of Agent and the Banks in the Collateral, as evidenced by this Agreement.

16. New Collateral. If, before the Debt shall have been satisfied in full and the terminated, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Agent prompt written notice thereof.

17. Modification for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at Agent's request, Pledgor shall execute any documents or instruments required by Agent in order to modify this Agreement as provided in this Section 17, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

18. Maximum Liability of Pledgor. Anything in this Agreement to the contrary notwithstanding, in no event shall the amount of the Debt secured by this Agreement exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Pledgor from other affiliates of Borrower) would not render the rights to payment of Agent and the Banks hereunder void, voidable or avoidable under any applicable fraudulent transfer law.

19. No Waiver. No course of dealing between Pledgor and Agent or any Bank, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such Bank, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. All of the rights and remedies of Agent and the Banks with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

23. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Agent. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the respective successors and assigns of Agent and the Banks. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

24. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address of Pledgor specified on the signature page of this Agreement, and, if to Agent or any Bank, mailed or delivered to it, addressed to the address of Agent or such Bank specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Agent or any Bank pursuant to any of the provisions hereof shall not be effective until received by Agent or such Bank.

25. 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 Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]

26. Jury Trial Waiver. PLEDGOR, BORROWER, AGENT AND THE BANKS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE BANKS, BORROWER AND PLEDGOR, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY BANK TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG BORROWER, PLEDGOR, AGENT AND THE BANKS, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 5th day of June, 2001.

Address: 1255 Oak Street
Elkhart, Indiana 46515

ELKHART PRODUCTS CORPORATION

By: Francis G. Drew
Title: Vice President

This Agreement is hereby acknowledged
and agreed to by:

KEYBANK NATIONAL ASSOCIATION, as
Agent

By: [Signature]
Title: Tricia R. [Signature]

ACKNOWLEDGMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Francis J. Drew, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ELKHART PRODUCTS CORPORATION, an Indiana corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of June, 2001.


NOTARY PUBLIC

JOHN E. MAZEY NOTARY PUBLIC
State of Ohio
My Commission Has No Expiration

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Amy J. Roman, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, as Agent, and that she/he executed the same as the act of such bank for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of June, 2001.


NOTARY PUBLIC



NICOLE M. ALLISON
Notary Public
State of Ohio
My Commission Expires
on March 9, 2004

SCHEDULE 1

**SCHEDULE 1
TO
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

1. Registered Trademarks

TRADEMARK	COUNTRY	SER. NO./ FILING DATE	REG. NO./ ISSUE DATE	STATUS
EPC	Benelux		367,204 05/02/80	Registered; renewed 1990
EPC	Canada		TMA252531 11/14/80	Registered; renewed 1995
EPC	Japan		2,697,862 10/31/94	Registered
EPC	Taiwan		179,726 05/16/82	Registered; renewed 1992
EPC	U.S.		679,862 06/09/59	Registered; renewed 1999

2. Patents: None.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT, FOR THE BENEFIT OF THE BANKS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF JUNE __, 2001, EXECUTED BY ELKHART PRODUCTS CORPORATION, AN INDIANA CORPORATION ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS AGENT FOR THE BANKS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,
as Agent

By: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, ELKHART PRODUCTS CORPORATION, an Indiana corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed a Collateral Assignment and Security Agreement, dated as of June __, 2001 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION, as Agent for the Banks, as defined in the Agreement (together with its successors and assigns, "Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of the Banks, a security interest in and collateral assignment of the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, for the benefit of the Banks, and their respective successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent, on behalf of the Banks, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on June ____, 2001.

ATTEST:

ELKHART PRODUCTS CORPORATION

Print Name: _____

By: _____
Title: _____

Print Name: _____

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, the undersigned, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of ELKHART PRODUCTS CORPORATION, an Indiana corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of June, 2001.

Notary Public

**SCHEDULE 1
TO
ASSIGNMENT**

**CL: 594060v4
Amcast Intellectual Property (Subsidiary)
601755-049076**

14

**TRADEMARK
REEL: 002326 FRAME: 0209**

**SCHEDULE 1
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2. Patents: None.

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2. Patents: None.