

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
Elkhart Products Corporation		08/02/2004	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Elkhart Products Corporation		
Street Address:	1255 Oak Street P.O. Box 46515		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46515		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	679862	EPC	
CORRESPONDENCE DATA			
Fax Number:	(214)855-8200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-855-8000		
Email:	DOTrademark@fulbright.com		
Correspondent Name:	David H. Tannenbaum		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Linda M. Merritt		
Signature:	/Linda M. Merritt/		
Date:	12/23/2004		
Total Attachments: 7 source=ELKHART2_1#page1.tif			

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AGREEMENT

THIS AGREEMENT ("Agreement") is dated as of August 2, 2004, by and among Aalberts Industries U.S. Holding Corp., a Delaware corporation ("Parent"), Elkhart Products Corporation, a Delaware corporation ("U.S. Purchaser"), Elkhart Products Ltd., a Canada corporation ("Canadian Purchaser", and together with Parent and U.S. Purchaser, the "Buying Parties"), Amcast Industrial Corporation, an Ohio corporation ("Amcast"), Elkhart Products Corporation, an Indiana corporation ("Elkhart Products"), Amcast Industrial Limited, a Canada corporation ("Amcast Canada" and together with Amcast and Elkhart Products, "Sellers").

A. WHEREAS, on July 8, 2004, an Asset Purchase Agreement ("Purchase Agreement") was entered into between the Sellers and Buying Parties.

B. WHEREAS, the parties intended to close the transactions contemplated by the Purchase Agreement (the "Transaction") on July 30, 2004 and all of the closing documents relating to the Transaction were dated as of July 30, 2004.

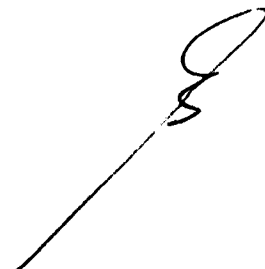
C. WHEREAS, the Initial Cash Purchase Price was received after the end of the business day on July 30, 2004 so that the Initial Cash Purchase Price was not able to be distributed to Sellers' lenders until August 2, 2004.

D. WHEREAS, capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings given to them in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the parties hereto agree that:

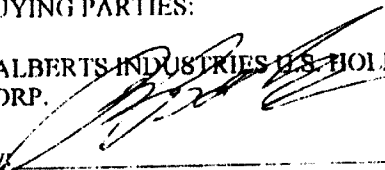
(a) the Closing of the Transaction occurred and was effective on August 2, 2004; (b) although all of the closing documents relating to the Transaction are dated as of July 30, 2004, for all purposes the Closing Date under the Purchase Agreement shall be August 2, 2004 rather than July 30, 2004; and (c) the effective date of the documents executed and delivered by Sellers or Buying Parties in connection with the Closing of the Transaction, including without limitation, the bills of sale, instrument of assumption, deeds, closing certificates, intellectual property assignments and other assignments, shall be August 2, 2004 notwithstanding the date on the face of such documents. This Agreement does not amend, modify, replace or supersede the Purchase Agreement.

Sellers and Buying Parties have caused this Agreement to be duly executed as of the date first set forth above.

A handwritten signature in black ink, consisting of a long, sweeping horizontal stroke followed by a loop and a vertical stroke.

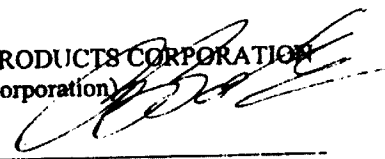
BUYING PARTIES:

AALBERTS INDUSTRIES U.S. HOLDING
CORP.

By: 

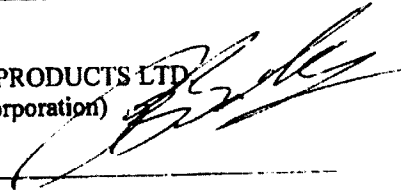
Its: _____

ELKHART PRODUCTS CORPORATION
(a Delaware corporation)

By: 

Its: _____

ELKHART PRODUCTS LTD.
(a Canada corporation)

By: 

Its: _____

SELLERS:

AMCAST INDUSTRIAL CORPORATION

By: 
Joseph R. Grewe, President

ELKHART PRODUCTS CORPORATION
(an Indiana corporation)

By: 
Joseph R. Grewe, President

AMCAST INDUSTRIAL LIMITED

By: 
Joseph R. Grewe, President

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ASSIGNMENT

This Assignment agreement (the "Agreement") is entered into as of the date of last signature below by and between Elkhart Products Corporation, an Indiana corporation, (hereinafter the "Assignor") as assignor, in favor of Elkhart Products Corporation, a Delaware corporation (hereinafter the "Assignee") as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee are parties, among others, to an Asset Purchase Agreement dated July 8, 2004 (hereinafter, the "Asset Purchase Agreement");

WHEREAS, Assignor is the owner of the trademarks identified in Exhibit A attached hereto (hereinafter, the "Trademarks");

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and related rights.

NOW, THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement between Assignor and Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, as well as its entire right, title and interest in and to all registrations of the Trademarks heretofore granted or applied for, any and all common law rights to the Trademarks in the United States and any state thereof and in any country in the world, and any and all claims and demands Assignor may have either at law or in equity arising out of any past infringements.

Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake, procedures to record the transfer of the Trademarks to Assignee in the United States Patent and Trademark Office or other applicable agency or governmental entity.

This Agreement is executed and delivered in connection with the Asset Purchase Agreement and anything to the contrary set forth herein notwithstanding, nothing herein shall in any way modify, vary or enlarge the promises, agreements, representations and warranties of the parties as set forth in said Asset Purchase Agreement.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflict of law principles.

This Agreement may be executed in several duplicates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In testimony whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

IN WITNESS WHEREOF, the undersigned Assignor hereunto set hand and seal on this 30th day of July, 2004.

ELKHART PRODUCTS CORPORATION
(an Indiana Corporation)



Joseph R. Grewe

IN WITNESS WHEREOF, the undersigned Assignee hereunto set hand and seal on this _____ day of _____, 2004.

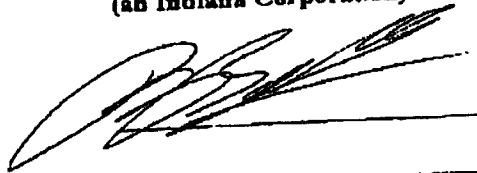
ELKHART PRODUCTS CORPORATION
(a Delaware Corporation)

Printed Name and Title

In testimony whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

IN WITNESS WHEREOF, the undersigned Assignor hereunto set hand and seal on this _____ day of _____, 2004.

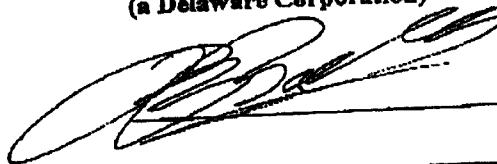
ELKHART PRODUCTS CORPORATION
(an Indiana Corporation)



Printed Name and Title

IN WITNESS WHEREOF, the undersigned Assignee hereunto set hand and seal on this _____ day of _____, 2004.

ELKHART PRODUCTS CORPORATION
(a Delaware Corporation)



Printed Name and Title

EXHIBIT A

Trademarks:

EPC
Benelux
Registration No: 367204

EPC
Canada
Registration No: TMA252531

EPC
Japan
Registration No: 2697862

EPC
United States of America
Registration No: 679862