

08-25-2004

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Please record the attached Asset Purchase Agreement document.

1. Name of conveying party:

Ampco Acquisition Incorporated

2. Name and address of receiving party:

Name: Ampco Metal S.A.

Address: Rte. de Chessales 9
CH-1723 Marly
Switzerland

3. Nature of Conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: Asset Purchase AgreementExecution Date: November 25, 2003Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Patent Application No.(s)
Filed:

B. Patent No. 5,279,353 Issued January 18, 1994

Additional numbers attached? ☐ Yes ☒ No

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

Christopher B. Austin
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4108

Phone: (414) 271-6560

6. Total number of applications and patents involved: 1

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

☒ Enclosed☒ Deficiencies in fee charged to Deposit Account8. Deposit account number: 13-3080

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.

Christopher B. Austin (Reg. No. 41,592)

Name of Person Signing

Signature

8/20/04

Date

Attorney File 012457-0002

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

cc: Docketing

PATENT
REEL: 015687 FRAME: 0964

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), dated as of November 25, 2003 is made by and between Ampco Acquisition Incorporated, an Illinois corporation ("Seller"), and Ampco Metal S.A., a corporation organized and existing under the laws of Switzerland ("Purchaser").

WHEREAS, Seller is a wholly owned subsidiary of Purchaser, and is engaged in the business of manufacturing copper alloys using extrusion and continuous-casting processing, for sale to metal distributors from its location in Arlington Heights, Illinois;

WHEREAS, Seller owns valuable Intangible Assets (as defined below) related to Seller's business;

WHEREAS, it is Purchaser's business practice to own and manage all of the intellectual property assets of its subsidiaries at the parent-company level, and as such, Purchaser desires to acquire the Intangible Assets upon terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the parties hereto agree as follows:

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

(a) "Affiliate" means any corporation, partnership, or other entity which directly or indirectly controls, is controlled by, or is under common control with a party. "Control" of an entity shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies of such entity through ownership of voting securities, contract, or otherwise.

(b) "Effective Date" has the meaning set forth in Section 5 of this Agreement.

(c) "Intangible Assets" means any intellectual property owned, controlled, developed, or acquired, in whole or in part, by Seller before or after the Effective Date (as defined below), and shall include but not be limited to all United States, international and foreign patents, patent applications, formulations, trademarks, trade names and copyrights (and all applications for any of the foregoing), whether registered or existing at common law, all customer lists, technical know-how, trade secrets, designs, specifications, confidential information, intellectual property and similar intangible assets of the Seller, including those described on Schedule 1, and all right, title, and interest of the Seller under the agreements and contracts described on Schedule 2 (the "Assigned Contracts").

2. Transfer of Intangible Assets. Subject to the terms and conditions of this Agreement, Seller agrees to sell and deliver to Purchaser, and Purchaser agrees to purchase and accept from Seller, all of the right, title and interest of Seller in and to the Intangible Assets.

3. Access to Seller's Intangible Assets: Technical Assistance. At the request of Purchaser, Seller shall supply Purchaser with any and all documentation available to or under the

control of Seller relevant to the Intangible Assets. Should Purchaser require additional copies of documentation related to the Intangible Assets, Seller shall provide such copies. Seller shall assist Purchaser and provide appropriate personnel to assist Purchaser in its exploitation of the Intangible Assets promptly upon, and in compliance with, the reasonable request of Purchaser.

4. Purchase Price and Payment.

(a) Amount. In consideration of Seller's sale, assignment and transfer of the Intangible Assets and Seller's agreement to perform the terms, covenants and conditions of this Agreement, Purchaser shall pay to Seller a purchase price (the "Purchase Price") of \$500,000 United States dollars.

(b) Payment of Purchase Price. The Purchase Price shall be paid by Purchaser to Seller in immediately available funds.

5. Term. This Agreement shall be deemed effective as of November 25, 2003 (the "Effective Date").

6. Misappropriation and Infringement. Each party must provide written notice to the other promptly after becoming aware of any misappropriation or threatened misappropriation or infringement of the Intangible Assets.

7. Limitations on Representations and Warranties. Purchaser acknowledges and agrees that the Intangible Assets are being conveyed "AS IS, WHERE IS." Seller makes no express or implied representations or warranties of any kind whatsoever, including any representation or warranty as to the condition, merchantability or fitness for a particular purpose of any Intangible Asset, the income derived or potentially to be derived from any Intangible Asset, or the expenses incurred or potentially to be incurred in connection with any Intangible Asset. Purchaser acknowledges and agrees that it has had access to the information and records (financial, legal, and otherwise) made available by Seller related to the Intangible Assets and that it has examined, reviewed and inspected the same and has investigated all other matters which in Purchaser's judgment bear upon the Intangible Assets and upon their value and suitability for Purchaser's purposes. Purchaser acknowledges that neither Seller nor anyone on behalf of Seller has made any representation or warranty regarding the Intangible Assets, the value, nature or quality of the Intangible Assets, any income to be derived from the Intangible Assets, the suitability of the Intangible Assets for any activities or uses which Purchaser may wish to conduct, or compliance of the Intangible Assets with any law, rule or regulation.

8. General.

(a) Notices. All notices to be given under this Agreement shall be in writing to the individuals and addresses below, shall be delivered by registered mail return-receipt-requested or by private courier, and shall be deemed received upon actual receipt by the party to whom notice is given.

Handwritten signature and initials, possibly 'J' and '7A', in the bottom right corner of the page.

To Seller:

Luis Bento
Ampco Acquisition Incorporated
1117 Algonquin Road
Arlington Heights, IL 60005
USA

To Buyer:

Jacques Bovey
Ampco Metal S.A.
9, rue de Chesalles
CH-1723
Marty, Switzerland

The respective names and addresses given above may be unilaterally changed by the respective party at any time by notice to the other party.

(b) Non-Exclusivity. Seller's and Purchaser's remedies hereunder shall be cumulative and nonexclusive.

(c) Amendment and Severability. This Agreement may only be amended by a written agreement of Seller and Purchaser. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall not in any way be affected or impaired thereby.

(d) Waiver. No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of that or any other provision of this Agreement.

(e) Benefit. This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by Purchaser and Seller and their successors and permitted assigns.

(f) Expenses. All expenses incurred by Seller and Purchaser in connection with the transactions contemplated hereby, including legal and accounting fees and any and all taxes applicable to or arising out of such transactions, shall be the responsibility of and for the account of the party who ordered the particular service or incurred the particular expense, except any and all federal, state, county, local, or other transfer, recording or other similar tax, fee or charge imposed on the sale, transfer or assignment of any of the Intangible Assets, or the recording of any interest or document in connection therewith (but excluding any tax on, based upon, or measured by, the net income, gains or profits from such sale, transfer or assignment), shall be borne and paid by Seller.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

(h) Headings. The headings of the Sections herein are inserted for convenience and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

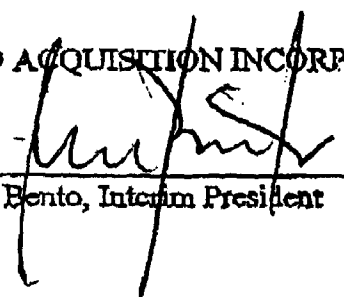
(i) Independent Contractors. Seller and Purchaser expressly affirm that each is acting under this Agreement as an independent contractor, and under no circumstances shall any employees of one party be deemed the employees of the other.

(j) Complete Agreement. This Agreement is the complete and exclusive agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral, and other communications between the parties relating to the same subject matter.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Illinois, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF the parties have had their authorized representatives execute this Agreement.

AMPCO ACQUISITION INCORPORATED

By: 
Luis Bento, Interim President

AMPCO METAL S.A.

By: 
Jacques Bovey, Chief Financial Officer

By: 
Luis Bento, Managing Director

SCHEDULE 1**Schedule 1(b)
Intangible Assets****Intellectual Property Disclosure**

Mark	Country/State	Class	Serial No./ Reg. No.	Filing Date Reg Date	Status
AMPCO	Argentina	4	1797315	10/24/68	Registered
AMPCO	Canada		UCA18158	03/08/88	Registered
AMPCO	India	6	334986	03/27/78	Registered
AMPCO	Japan	9	622272	07/30/73	Registered
AMPCO	Korea	6	40-68729	04/17/80	Registered
AMPCO	Mexico	21	126955	05/31/65	Registered
AMPCO	Mexico	14	126431	05/31/65	Registered
AMPCO	South Africa	6	83/6724	09/20/83	Registered
AMPCO	South Africa	7	83/6725	09/20/83	Registered
AMPCO	South Africa	8	83/6726	09/20/83	Registered
AMPCO	USA	14	410301	11/21/44	Registered
AMPCO	USA	14	423957	09/17/46	Registered
AMPCO	US	14	419045	02/05/46	Registered
AMPCO	USA	23	514819	09/06/49	Registered
AMPCO	Canada		TMDA24012	11/29/18	Registered
AMPCO AND DESIGN	USA	14	117240	06/26/17	Registered
AMPCO AND DESIGN	USA	21	426942	01/21/47	Registered
AMPCOLOY	Argentina	6 & 9	1444461	03/09/71	Registered
AMPCOLOY	Canada		115417	09/25/59	Registered
AMPCOLOY	USA	13	510185	05/31/49	Registered
AMPCOLOY	USA	14	415617	8/14/45	Registered
AMPCOLOY	USA	14	766997	03/24/64	Registered
AMPCO- TRODE	Brazil	6	006217680	01/10/76	Registered
AMPCO- TRODE	Canada	11	UCA19278	04/26/44	Registered
AMPCO- TRODE	Japan	11	623644	10/03/63	Registered
AMPCO- TRODE	Mexico	9	347275	04/22/88	Registered
AMPCO- TRODE	South Africa	9	83/6730	09/20/83	Registered
AMPCO-	South Africa	6	83/6729	09/20/83	Registered

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TRODE					
AMPCO-TRODE	USA	14	411815	02/06/45	Registered
COPR-TRODE	USA	34	837944	10/31/67	Registered
MOLDMATE	Canada		581128	05/09/03	Registered
MOLDMATE	Israel	6	148509	04/09/02	Registered
MOLDMATE	USA		76/147281	10/16/2000	Published
PHOS-TRODE	Canada	11	117600	04/14/60	Registered

Transferred Trademark License:

Seller transfers to Purchaser all rights in the Trademark License Agreement dated April 12, 2002 between Ampco Metal Inc. (Wis.) and Magnacast Inc. and United Stars Inc. and Ampco Metal Inc. (Del.) regarding the trademarks: Canadian mark UCA 018,158 and US mark 419,045. The license was recorded at the US Patent and Trademark Office at Reel and Frame number 002511/0129.

Co-Existence Agreement:

Trademark

Seller has entered a consent agreement with Ampco Partners, Ltd. of Garland Texas, which contains restrictions on the use of AMPCO trademark. A copy of the consent agreement is attached as Appendix A to this schedule.

COPYRIGHTS *

TITLE	REG. NUMBER	REG. DATE
AMPCO MILL PRODUCTS — A NEW GENERATION OF PREMIUM COPPER ALLOYS	TX3720512	01/21/94
AMPCO WELDING PRODUCTS	TX3370479	08/10/92
AMPCO CENTRIFUGAL PUMPS: HIGH EFFICIENCY AMPCO DESIGN	TX 3203754	06/03/91
AMPCO STANDARD METALS	TX3131056	08/08/91
AMPCO ALLOYS FOR THE PLASTICS INDUSTRY	TX3098178	06/03/91
AMPCO-WELD RESISTANCE WELDING PRODUCTS	TX2682141	10/12/89
AMPCO STOCK METALS	TX2240007	01/25/88
AMPCO WELDROD: ELECTRODES, FILLER ROD, WIRE: ALUMINUM BRONZE, NICKEL, ALUMINUM BRONZE, MANGANESE NICKEL ALUMINUM BRONZE, COPPER	TX2211447	11/27/87
AMPCO CENTRIFUGAL PUMPS: HIGH EFFICIENCY AMPCO DESIGN	TX2188702	08/14/87
AMPCO HARD BRONZE ALLOYS: AMPCO 20, AMPCO 21, AMPCO 22, AMPCO 25	TX2168256	08/26/87
AMPCO STOCK METALS	TX1533697	03/07/85
AMPCO WELDROD: ELECTRODES, FILLER ROD, WIRE: ALUMINUM BRONZE, NICKEL ALUMINUM BRONZE; MANGANESE NICKEL ALUMINUM BRONZE, COPPER	TX1533197	03/07/85
AMPCO-WELD RESISTANCE WELDING PRODUCTS	TX1261861	01/06/84
AMPCO CENTRIFUGAL PUMPS OF NICKEL-ALUMINUM BRONZE, LONG-TERM ENDURANCE FOR SALT WATER SERVICES	TX1159814	07/27/83
AMPCO CENTRIFUGAL PUMPS: HIGH EFFICIENCY AMPCO DESIGN	TX978747	09/20/82
AMPCOLOY 940, THE HIGH PERFORMANCE BERYLLIUM-FREE COPPER ALLOY: MECHANICAL AND PHYSICAL PROPERTIES	TX805987	10/09/81
AMPCO ALLOYS FOR THE PROCESS INDUSTRIES	TX790498	01/27/81
AMPCO STOCK METALS	TX615172	09/19/81
AMPCO-WELD RESISTANCE WELDING PRODUCTS	TX529507	08/18/80
AMPCO ALLOYS FOR THE PROCESS INDUSTRIES	TX529500	08/18/80
AMPCO CENTRIFUGAL PUMPS OF NICKEL-	TX479332	03/05/80

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ALUMINUM BRONZE; LONG-TERM ENDURANCE FOR SALT WATER SERVICES		
AMPCO STOCK METALS: ALUMINUM BRONZES, NICKEL-ALUMINUM BRONZES AND HIGH-COPPER ALLOYS AVAILABLE FROM METAL SERVICE CENTERS THROUGHOUT THE WORLD	TX232011	04/20/79
AMPCO STOCK METALS	TX132264	10/30/78
AMPCO WELDROD, ELECTRODES, FILLER ROD, WIRE	TX74953	07/26/78
MACHINING RECOMMENDATIONS FOR COPPER-BASE ALLOYS	TX55605	04/28/78
UNCOMMON CAPABILITY WITH COOPER- BASE ALLOYS	TX24305	04/03/78
Web Site at ampcometal.com		

* Including other miscellaneous copyrighted materials and documents of the Business.

PATENTS

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	OWNER
METAL AND APPARATUS TO EFFECT A FINE GRAIN SIZE IN CONTINUOUS CAST METALS	US	5,279,353	01/18/94	Ampco Metal Incorporated

DOMAIN NAMES

TITLE	REG. DATE	EXPIRATION DATE	REGISTRANT
AMPCOMETAL.COM	08/30/96	08/30/03	Ampco Metal
AMPCOMETAL.COM	02/06/01	02/06/03	Ampco Metal
AMPCOMETAL.COM	02/06/01	02/06/03	Ampco Metal
MOLDMATE90.COM	11/09/00	11/09/02	Ampco Metal, Inc.

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TRADE SECRETS *

TITLE
AMPCO 8
AMPCO 18
AMPCO 20
AMPCO 21
AMPCO 22
AMPCO 25
AMPCO 26
AMPCO 45
AMPCO 483
AMPCO 940
MOLDMATE

*Including other miscellaneous trade secrets, technical know-how, designs, specifications and other confidential information of the Business

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PATENT
REEL: 015687 FRAME: 0974

APPENDIX A
CONSENT AGREEMENT

THIS AGREEMENT, is between the parties Ampco Metal Incorporated, a Delaware corporation and wholly owned subsidiary of United Stars Holdings, Inc. ("USHI"), a Delaware corporation with its principal place of business located at 1546 Henry Avenue, Beloit, Wisconsin 53511 and Ampco Partners, Ltd. ("Safety Tools"), a Texas limited partnership with its principal place of business located at 204 N. Barnes Drive, Garland, Texas 75024 (collectively referred to as the "Parties"). This Agreement shall be effective as of the closing date for the USHI agreements referenced below ("Effective Date").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated April __, 2002 between USHI and Ampco Metals Incorporated ("USHI Agreement"), USHI acquired assets of the business of manufacturing copper alloys located in Arlington Heights, Illinois and Milwaukee, Wisconsin, ("Alloy Business"), including trademarks used in connection with the Alloy Business, a list of which is attached hereto as Exhibit A.

B. Pursuant to an Asset Purchase Agreement dated March 25, 2002, as amended by letter agreement of April 1, 2002 between Safety Tools and Ampco Metals Incorporated ("Safety Tools Agreement"), Safety Tools acquired assets of the business of manufacturing safety tools alloys located in Garland, Texas ("Safety Tool Business"), including trademarks used in connection with the Safety Tool Business, a list of which is attached hereto as Exhibit B.

C. The AMPCO trademark has been used in both the Alloy Business and the Safety Tool Business and USHI and Safety Tools have each acquired rights in the trademark AMPCO for their respective businesses. Additionally, the Parties are both licensees of Ampco Metals

Incorporated for one US registration (Reg. No. 419,045) AMPCO and one Canadian registration (Canadian Reg. No. UCA018,158) AMPCO.

D. The Parties do not believe there is any likelihood of confusion between their uses in their respective businesses and wish to memorialize this understanding by this Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. USHI's use of the trademark AMPCO is and will continue to be in connection with the manufacturing of copper alloys, using extrusion processing and continuous casting processes and the natural expansion zones of that business.
2. Safety Tools's use of the trademark AMPCO is and will continue to be in connection with the manufacture and sale of safety tools and the natural expansion zone of that business.
3. Notwithstanding the foregoing, USHI will not use AMPCO in the manufacture or sale of safety tools or products related to the Safety Tool Business.
4. Notwithstanding the foregoing, Safety Tools will not use AMPCO in the manufacture or sale of copper alloys or products related to the Alloy Business.
5. The Parties agree that there is no likelihood of confusion between the different products manufactured under the AMPCO trademarks in the Alloy Business and the Safety Tools Business. Given the separate and distinct products and markets, which do not overlap, there is no likelihood of customer confusion.
6. If, in the future, any incidents of customer confusion arise, the Parties agree to inform the customer of the mistake and how to contact the correct party.

7. USHI will not oppose Safety Tools trademark registrations or applications nor will it take any action adverse to Safety Tool's continued right to use the trademark "AMPCO", for the products related to the Safety Tool Business, anywhere in the world.
8. Safety Tools will not oppose USHI registrations or applications nor will it take any action adverse to USHI's continued right to use of the trademark AMPCO for the products related to the Alloy Business, anywhere in the world.
7. This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date of the last signature of the Parties written below and agree it will become effective on the Effective Date.

AMPCO METAL INCORPORATED, a wholly owned subsidiary of United Stars Holdings, Inc.

BY: _____
TITLE: _____

BY: _____
TITLE: _____

DATE: _____

DATE: _____

AMPCO PARTNERS, LTD., a Texas limited partnership

By: KRBL MANAGEMENT COMPANY, INC., a Texas
corporation, its General Partner

By: _____

Name: _____

Title: _____

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PATENT
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EXHIBIT A

TRADEMARKS

Mark	Country/State	Class	Serial No./ Reg. No.	Filing Date Reg Date	Status
AMPCO	USA	14	410301	11/21/44	Registered
AMPCO	USA	14	423957	09/17/46	Registered
AMPCO	US	14	419045	02/05/46	Registered
AMPCO	USA	23	514819	09/06/49	Registered
AMPCO AND DESIGN	USA	14	117240	06/26/17	Registered
AMPCO AND DESIGN	USA	21	426942	01/21/47	Registered
AMPCOLOY	USA	13	510185	05/31/49	Registered
AMPCOLOY	USA	14	415617	8/14/45	Registered
AMPCOLOY	USA	14	766997	03/24/64	Registered
AMPCO- TRODE	USA	14	411815	02/06/45	Registered
COPR-TRODE	USA	34	837944	10/31/67	Registered
MOLDMATE	USA		76/147281	10/16/2000	Published

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EXHIBIT B

MARK	COUNTRY	CLASS	REG. NO.	REG. DATE	STATUS
AMPCO	Chile	8	74699	1/2/1945	
AMPCO	South Africa	8	83/6726	5/20/85	Registered
AMPCO	US	8	501,743	8/24/1948	Registered
AMPCO	US	8	1,433,577	3/24/1987	Registered
AMPCO SAFETY TOOLS	Common-law rights anywhere in the world				

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SCHEDULE 2

**Schedule 1(d)
Assigned Contracts**

1. Trademark License Agreement dated as of April 12, 2002 by and among Ampco Metal Incorporated, a Wisconsin corporation, Magnacast Inc., an Illinois corporation and Ampco Metal.
2. Appendix A to Schedule 1(b).

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