

**TRANSFER AGREEMENT
(Technologies)**

This TRANSFER AGREEMENT ("Agreement"), dated as of June 13, 1994, is made between Doehler-Jarvis, Inc., a Delaware corporation ("Parent"), and Doehler-Jarvis Technologies, Inc., a Delaware corporation ("Subsidiary").

RECITALS

WHEREAS, Parent is the successor by merger to the assets and liabilities of Doehler-Jarvis Limited Partnership;

WHEREAS, simultaneously herewith the Recapitalization Plan (as described in the Registration Statement No. 33-77032) has occurred, which directly and indirectly benefits Parent and Subsidiary; and

WHEREAS, simultaneously with the occurrence of the Recapitalization Plan (including the transfer of assets and liabilities to other subsidiaries of Parent), Parent desires to transfer, assign, convey and deliver (collectively "Transfer") to Subsidiary, and Subsidiary desires to assume, accept, receive and acquire from Parent (i) all of the assets primarily used in connection with research and development activities at Parent's Toledo, Ohio, Greeneville, Tennessee and Pottstown, Pennsylvania production facilities ("Business"), including without limitation the leases, contracts and commitments ("Contracts") identified on Exhibit A hereto, the licenses, permits and applications for licenses and permits ("Licenses and Permits") identified on

Exhibit B hereto, the intellectual property rights, including all patents, trademarks and copyrights identified on Exhibit C hereto and all personal property and other assets used primarily in the Business and certain additional trademarks, patents and patent applications identified on Exhibit C hereto (collectively "Assets") and (ii) all debts, liabilities, warranties and obligations (of any nature or type whatsoever and regardless of when arising) whether accrued, contingent or otherwise, including without limitation those relating to, arising out of, or resulting from the Business or the use, ownership or operation of the Assets (collectively, "Assumed Liabilities");

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Parent and Subsidiary agree as follows:

1. Transfer. (a) Parent hereby Transfers to Subsidiary, and Subsidiary hereby assumes, accepts, receives and acquires from Parent, the Assets.

(b) Subsidiary hereby assumes and agrees to perform, satisfy and discharge the Assumed Liabilities.

2. Required Consents. To the extent that the Transfer of any Asset or Assumed Liability shall require the consent of the other party thereto, this Agreement shall not constitute an agreement to Transfer the same if the attempted Transfer would constitute a breach thereof, and the provisions of this Section 2 shall apply. The parties hereto shall use their best efforts to obtain any such consent, approval or amendment required to novate, or to assign to Subsidiary ("Required

Consent") the Assets and Assumed Liabilities. In the event and to the extent that Parent and Subsidiary are unable to obtain any such Required Consent, (i) Parent shall continue to be bound thereby and (ii) unless prohibited by law or the terms thereof, Subsidiary shall pay, perform and discharge fully all of the obligations of Parent thereunder. If and when any such Required Consent shall be obtained or any such Asset or Assumed Liability shall otherwise become able to be Transferred, Parent shall promptly Transfer such Asset or Assumed Liability to Subsidiary without payment of further consideration and Subsidiary shall, without the payment of any consideration therefor, assume, accept, receive and acquire such Asset or Assumed Liability. To the extent that any Transfer pursuant to this Agreement is prohibited by law, the provisions of this Agreement shall operate to create a subcontract with Subsidiary to perform the obligations of Parent at a subcontract price equal to the monies, rights and other considerations received by Parent with respect to the performance by Subsidiary.


3. Further Assurances. At the request of the other party hereto, each party shall from time to time do and perform or cause to be done and performed all such further acts, and furnish, execute and deliver such further documents, schedules, instruments and certificates, notices or other assurance as such other party shall reasonably request, at no cost or expense to such other party, to consummate fully the transactions contemplated by this Agreement.

* * * * *

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

DOEHLER-JARVIS, INC.

By:


VINCENT J. NAIMOLI
CHAIRMAN AND CHIEF EXECUTIVE OFFICER

DOEHLER-JARVIS TECHNOLOGIES, INC.

By:

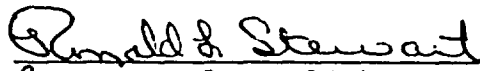

RONALD L. STEWART
PRESIDENT AND
CHIEF EXECUTIVE OFFICER

EXHIBIT A
(Doehler-Jarvis Technologies)

Contracts

<u>Contract</u>	<u>Party</u>	<u>Date</u>
Patent and Know-How License and Technical Assistance Agreement	KS/Doehler-Jarvis GmbH	11/5/91
Joint Development, Patent and Technical Assistance Agreement	General Motors Corporation	9/20/93
Technical Assistance License	UBE Machinery Sales, Inc.	2/2/88
Joint Venture Agreement	KS Aluminum Technologie AG	11/5/91
Trademark Agreement	KS/Doehler-Jarvis GmbH	11/5/91
Evaluation and Secrecy Agreement	Toyota Motor Corporation	12/24/90
Extended Evaluation Agreement	Toyota Motor Corporation	4/26/91
License Agreement GF Process	UBE Machinery Sales, Inc.	6/9/86
Joint Development Fast Rate Melting Agreement	Inductotherm Corporation	5/7/92
Potential Vendor - Purchaser Confidential Information Agreement	Onan Corporation	7/25/91
Equipment Lease (Division of Costs btw lessees)	KS Aluminum Technologie AG	3/21/93
Service Agreement	Computer Vision Corporation	9/15/93

EXHIBIT B
(Doehler-Jarvis Technologies)

Licenses and Permits

None

EXHIBIT C
(Doehler-Jarvis Technologies)

Intellectual Property

TRADEMARKS

<u>Title</u>	<u>Serial No.</u>	<u>Country</u>
"DJ" (and CIRCLE)	666,478	USA
"DOEHLER-JARVIS"	1,336,270	USA
"DOEHLERCORE"	1,309,637	USA
"DJ" (Stylized)	1,743,115	USA
"DJ" (Stylized) (Blue/Silver)	1,802,547	USA
"SQZ"	74/308,877	USA
"DJ" (and Circle)	995.984	Argentina
"DJ-DOEHLER-JARVIS"	383781	Benelux
"DJ" (and Circle)	154,408	Canada
"DOEHLER-JARVIS"	272,552	Canada
"DOEHLER-JARVIS"	1.197.108	France
"DJ-DOEHLER-JARVIS"	1.245.166	France
"DOEHLERCORE"	1,614,281	France
"DOEHLER-JARVIS"	1 036 006	Germany
"DOEHLERCORE"	1,180,953	Germany
"DOEHLER-JARVIS"	1,434,119	Great Britain
"DOEHLERCORE"	1,434,123	Great Britain
"DOEHLER-JARVIS"	2,392,269	Japan
"DOEHLERCORE"	2,392,270	Japan
"DOEHLER-JARVIS"	155729	Korea
"DOEHLERCORE"	155730	Korea
"DJ" (and Circle)	390,825	Taiwan
"DOEHLERCORE"	390,838	Taiwan
"DOEHLER-JARVIS"	390-826	Taiwan

PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Patent or Application No</u>	<u>Country</u>
"Method Mknng Article Having Cast-In Place Bearing"	4,179,313	USA
"Magnesium From an Aluminum Alloy"	4,097,270	USA
"Expendable Cores For Die Casting"	4,298,051	USA
"Injection Ram Control"	4,252,176	USA
"Expendable Die Casting Sand Core (Cont.-In-Part)"	4,413,666	USA
Expendable Die Casting Sand Core (Cont.-In-Part)"	4,766,943	USA
"Oxidation Resistant Magnesium Alloy (Division)"	4,659,377	USA
"Coating For Molds and Expendable Cores"	4,529,028	USA
"Coating For Molds and Expendable Cores"	US/85/00675	USA
"Coated Exp. Cores For D/C Dies & D/Cstgs Therefrom"	4,867,225	USA
"Coated Exp. Cores For D/C Dies & D/Cstgs Therefrom"	4,961,458	USA
"Coated Exp. Cores For D/C Dies & D/Cstgs Therefrom"	07/565/809 (application)	USA
"Locators For Expendable Core in Die Casting"	4,913,217	USA
"Mandrel Holds Expendable Core in Casting Die"	4,981,168?	USA
"Expendable Casting Core For a Cylinder"	4,942,917	USA
"A Process For Making A Casting Core"	4,951,731	USA
"Improved Dies For Hor. Vert. Die Cstg. Machines"	4,986,335	USA
"Imp. Btm. Ver. Slide on a Hor. Mov. Die/Ver. Inj. Dc. Mch.	4,986,334	USA

<u>Title</u>	<u>Patent or Application No</u>	<u>Country</u>
"Area Displacement Device For Molten Metal Ladle"	5,080,327	USA
"Floating Wedge Lock For Slide on Movable Disk"	5,078,202	USA
"A Mold That Form Undercuts"	07/664,292 (application)	USA
"Core Knock-Out Fixture"	5,213,150	USA
"Core Box With Large Diameter Vents and Plugs"	5,115,856	USA
"Framed Printout Core For Die and Casting"	5,259,438	USA
"Web Reinforced Expendable Core"	5,236,034	USA
"Coated Exp. Cores for D/C Dies & D/Cstgs Therefrom"	621876	Australia
"Locators For Expendable Core In Die Casting"	618453	Australia
"Mandrel Holds Expendable Core in Casting Die"	622081	Australia
"Expendable Casting Core For a Cylinder"	521019	Australia
"Coated Exp. Cores for D/C Dies & D/Cstgs Therefrom"	0373196	Austria
"Expendable Casting Core For A Cylinder"	90 90 8034.3	Austria
"Coated Exp. Cores for D/C Dies & D/Cstgs Therefrom"	PI-8906475	Brazil
"Method Mknng Articles Having Cast-In Place Bearing"	1,089,186	Canada
"Magnesium From An Aluminum Alloy"	1,104,833	Canada
"Expendable Cores For Die Casting"	1,144,338	Canada
"Injection Ram Control"	1,129,622	Canada
"Expendable Die Casting Sand Core"	1,172,825	Canada
"Oxidation Resistant Magnesium Alloy"	1,151,908	Canada

<u>Title</u>	<u>Patent or Application No</u>	<u>Country</u>
"Coating For Molds and Expendable Cores"	1,235,254	Canada
"Coated Exp. Cores For D/C Dies & D/Cstgs Therefrom"	594,456	Canada
"Locators For Expendable Core in Die Casting"	2,008,249-6	Canada
"Mandrel Holds Expendable Core in Casting Die"	2,013,646-7	Canada
"Expendable Casting For Cylinder"	2,019,645-9	Canada
"Core Box With Large Diameter Vents and Plugs"	2,059,343	Canada
"Framed Printout Core For Die and Casting"		Canada
"Porous Ferrous Metal Impregnated With Mag. Metal"	1,104,769	Canada
"Porous Ferrous Metal Impregnated With Mg. Metal"	1,062,016	Canada
"Metallurgical Device For Treating Molten Metal"	1,050,266	Canada
"Die Casting From Dies Having Coated Expend. Cores"	91 81 5219.9	European
"Locators for Expendable Core in Die Casting"	30 90 2745.0?	European
"Expendable Die Casting Sand Core"	80 20976	France
"Coating for Molds and Expendable Cores"	EPN 0215783	France
"Coated Exp. Cores for D/C Dies & D/Cstgs Therefrom"	0373196	France
"Improved Dies for Hor. Vert. Die Cstg Machines"	91 91 0454.7	France
"Expendable Cores For Die Casting"	3,006,280.7	Germany
"Expendable Die Casting Sand Core"	P3036436.4	Germany
"Coating For Molds and Expendable Cores"	P35 83 050.2	Germany

<u>Title</u>	<u>Patent or Application No</u>	<u>Country</u>
"Coated Exp. Cores for D/C Dies & D/Cstgs Therefrom"	P68905303.3-	Germany
"Improved Dies for Hor. Vert. Die Cstg Machines"	91 91 0454.7	Germany
"Btm. Ver. Slide on a Hor. Mov. Die/Ver. Inj. DC Mch."	WO 91/19579	Germany
"Expendable Die Casting Sand Core"	2,061,151	Great Britain
"Coated Exp. Cores for D/C Dies & D/Cstgs Therefrom"	0373196	Great Britain
"Improved Dies for Hor. Vert. Die Cstg Machines"	91 91 0454.7	Great Britain
"Framed Printout Core for Die and Casting"	93 90 8678.1	International
"Web Reinforced Expendable Core"	US93/02310	International
"Expendable Die Casting Sand Core"	1,133,622	Italy
"Coating for Molds and Expendable Cores"	EPN 0215783	Italy
"Coated Exp. Cores for D/C Dies & D/Cstgs Therefrom"	0373196	Italy
"Improved Dies for Hor. Vert. Die Cstg Machines"	91 91 0454.7	Italy
"Magnesium From an Aluminum Alloy"	1,680,022	Japan
"Expendable Cores For Die Casting"	1,624,860	Japan
"Injection Ram Control"	1,716,611	Japan
"Expendable Die Casting Sand Core"	1,592,053	Japan
"Coating For Molds and Expendable Cores"	1,616,215	Japan
"Coated Exp. Cores for D/C Dies & D/Cstgs Therefrom"	503,904/89	Japan
"Die Casting From Dies Having Coated Expend. Cores"	US91/05725	Japan

<u>Title</u>	<u>Patent or Application No</u>	<u>Country</u>
"Locators for Expendable Core in Die Casting"	503,050/90	Japan
"Mandrel Holds Expendable Core in Casting Die"	314,469/89	Japan
"(UBE) Double Mandrel to Hold Core"	197,201/88	Japan
"(UBE) Transfer Device"	207,225/88	Japan
"Expendable Die Casting Core For a Cylinder"	314,470/80	Japan
"A Process For Making A Casting Core"	160037/90	Japan
"Dies for Horizontal Vertical Die Casting Machines"	91/03206	Japan
"Btm. Ver. Slide on a Hor. Mov. Die/Ver. Inj. DC Mch."	WO 91/04299	Japan
"Core Knock-Out Fixture"	300,029/90	Japan
"Core Coating Fixture"	300,028/90	Japan
"Contoured Vent Plug For Core Boxes"	US92/04117	Japan
"Coated Exp. Cores for D/C Dies & D/Cstgs Therefrom"	700848/1992	Korea
"Die Casting From Dies Having Coated Expend. Cores"	US91/05725	Korea
"Locators For Expendable Core in Die Casting"	702096/1990	Korea
"Mandrel Holds Expendable Core in Casting Die"	700265/1991	Korea
"Expendable Casting Core For a Cylinder"	700266/1991	Korea
"Improved Dies For Hor. Vert. Die Cstg Machines"	700070/1992	Korea
"Framed Printout Core For Die and Casting"	703655/1993	Korea
"Expendable Die Casting Sand Core"	154,855	Mexico
"Coating For Molds and Expendable Core"	205283	Mexico

<u>Title</u>	<u>Patent or Application No</u>	<u>Country</u>
"Coated Exp. Cores for D/C Dies & D/Cstgs Therefrom"	166698	Mexico
"Expendable Die Casting Sand Core"	495,504	Spain
"Coated Exp. Cores For D/C Dies & D/Cstgs Therefrom"	P8901060	Spain
"Locators For Expendable Core in Die Casting"	P9000192	Spain
"Mandrel Holds Expendable Core in Casting Die"	9001672	Spain
"Expendable Casting Core For a Cylinder"	9001671	Spain
"Improved Dies for Hor. Vert. Die Cstg Machines"	91 91 0454.7	Spain