

07-31-1998

MED 7-27-98



100782315

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

AP Parts Manufacturing Company

Additional name(s) of conveying party(ies) attached?

\_ Yes X No

2. Name and address of receiving party(ies):

Northern Tube, Inc.  
401 East 5th Street  
Pinconning, MI 48650

Additional name(s) & address(es) attached?

\_ Yes X No

3. Nature of conveyance:

- X Assignment      \_ Merger
- \_ Security Agreement    \_ Change of Name
- \_ Other:

Execution Date: June 15 1998

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

If document is being filed with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Registration No.(s)

1,881,867  
1,238,025

07/29/1998 DNGUYEN 00000079 042223 181867

01 FC:481      40.00 CH  
02 FC:482      25.00 CH

Additional numbers attached? \_ Yes X No

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

John W. Rees, Esq.  
Dykema Gossett PLLC  
1577 N. Woodward Ave., Suite 300  
Bloomfield Hills, MI 48304-2820

6. Total number of applications and registrations involved:  
one (1)

7. Total Fee (37 CFR 3.41).....\$ 65.00

- \_ Enclosed
- X Authorized to be charged to deposit account

8. Deposit Account Number: 04-2223

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.

John W. Rees  
Name

Signature

7/23/98  
Date

Total number of pages including cover sheet 3

(Atty Docket No. 80339-015)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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SCHEDULE A

TRADEMARKS

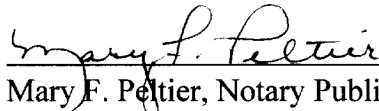
<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>
Northern Tube	USA	74/364,750	1,811,867
Northern Tube	Mexico	168596	441781
Northern Tube	Canada	726193	TMA439,781
Northern Tube and Design	USA	392,435	1,238,025
Northern Tube and Design	Mexico	163,934	439041
Northern Tube and Design	Canada	724,674	TMA429,095

BH162746.1  
ID\DRM

**Certification of True Copy**

State of Michigan   )  
                                  )  
County of Lapeer   )

I, Mary F. Peltier, a Notary Public, County of Lapeer, State of Michigan, U.S.A., by the authority duly appointed, do certify that the paper writing hereto annexed is a true copy of a document purporting to be a Trademark Assignment of the entire right, title and interest in and to the U.S. and foreign trademarks listed and identified in attached Schedule A from AP Parts Manufacturing Company, a Delaware corporation, to Northern Tube, Inc., a Michigan corporation, executed on the 15th day of June, 1998, the said copy having been compared by me with the original Assignment on this 23rd day of July, 1998.

  
\_\_\_\_\_  
Mary F. Peltier, Notary Public  
County of Lapeer, State of Michigan

Seal

My commission ends August 28, 1999.

TRADEMARK ASSIGNMENT

In consideration of the payment by NORTHERN TUBE, INC., a Michigan corporation ("Assignee"), having a principal place of business at 401 East 5th Street, Pinconning, MI 48650, to AP PARTS MANUFACTURING COMPANY, a Delaware corporation ("Assignor"), having a business office at 315 Matzinger Road, Toledo, OH 43612-0010, of good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, and its successors, assigns and legal representatives the entire right, title and interest in and to any and all rights and privileges provided under the laws of the United States, the individual states thereof and jurisdictions foreign thereto regarding the trademarks and the trademark registrations listed in the attached Schedule A, together with the goodwill of the business symbolized by the trademarks, and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof, the same to be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment and sale had not been made.

IN WITNESS WHEREOF, Assignor has duly executed this Agreement as of June 15, 1998.

AP PARTS MANUFACTURING COMPANY,  
a Delaware corporation

Terry Bernander  
Terry J. Bernander, President

STATE OF OHIO )  
 ) ss.  
COUNTY OF Lucas )

The foregoing instrument was acknowledged before me on June 15, 1998, by Terry L. Bernander, as President of AP Parts Manufacturing Company, a Delaware corporation, on behalf of the corporation.



KIM M. FRANKLIN  
Notary Public — State of Ohio  
My Commission Expires

Kim M. Franklin  
Notary Public, Lucas County, OH  
My commission expires 7-26-2002

SEAL