

08-20-1998

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

14

Tab settings

To the Honorable Commission

100800733

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

Echlin Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 3, 1998

2. Name and address of receiving party(ies)

Name: Haldex Midland Brake Corporation

Internal Address: _____

Street Address: 10930 N. Pomona Avenue

City: Kansas City State: MO ZIP: 64153

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

753,217

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

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:

N/A

(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.

Laura Konrath

Name of Person Signing

[Signature]
Signature

08/19/98

Date

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

All documents to be recorded with required cover sheet information to
Commissioner of Patents & Trademarks, Box Assignments

MARK
NEEL: 1770 FRAME: 0538

08/19/1998 JERKINS 75327

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS dated as of April 3, 1998 is by and between Echlin Inc., a Connecticut corporation ("Assignor"), and Haldex Midland Brake Corporation, a Delaware corporation ("Assignee").

RECITALS:

A. Assignor, Assignee and related parties have entered into that certain Asset Purchase Agreement dated as of the date hereof (as amended from time to time in accordance with the terms thereof, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of the Assets (as such term is defined in Section 2.1 of the Purchase Agreement) which are owned by the Assignor.

B. Assignor has adopted, used and is using the trademarks and any marks which are listed in Exhibit A attached hereto (the "Trademarks") and which are registered in the United States Patent and Trademark Office or used at common law as indicated in said Exhibit.

C. Assignor desires to acquire the full right, title and interest in and to the Trademarks and any and all registrations thereof whether current, pending, or expired.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment of Trademarks. In accordance with Section 2.1.4 of the Purchase Agreement, said Assignor does hereby assign unto the said Assignee all right, title and interest in and to the Trademarks and all the registrations thereof, whether current, renewed or expired, together with the goodwill of the Business symbolized by the marks.

3. Representations and Warranties. Assignor represents and warrants that:

(a) it is the sole owner with full right, title and interest at common law for the Trademarks and that it is the sole record owner of any registrations for the Trademarks whether current, renewed or expired.

(b) the Trademarks have been and to this date are in continuous use, as such term is defined by common law in regards to trademarks or by any federal, state or local

agency or office dealing in trademarks, and have been in continuous use since the filing of their initial application for registration with the appropriate agencies or offices or since the date of their first use, whichever date is first in time.

(c) it will take whatever actions and provide any information necessary, as reasonably determined by Assignee, to ensure that Assignee can register, renew registration, or file any documents necessary regarding the Trademarks assigned herein with the appropriate state or federal agencies or offices.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be duly executed as of the date first written above.

ECHLIN INC.

By: [Signature]

Title: [Signature]

HALDEX MIDLAND BRAKE CORPORATION

By: [Signature]

Title: Director

EXHIBIT A

| TRADEMARK | COUNTRY | REG. DATE | REG. NO. |
|----------------------|----------------|------------------|------------------|
| BERG | BENELUX | 8/23/78 | 354,508 |
| BERG | CANADA | 6/13/80 | 246,396 |
| BERG | FRANCE | 8/25/78 | 1,483,704 |
| BERG | GERMANY | 10/10/84 | 1,059,563 |
| BERG | GREAT BRITAIN | 8/21/78 | 1,100,417 |
| BERG | JAPAN | 6/27/86 | 1,867,727 |
| BERG | UNITED STATES | 7/23/63 | 753,217 |
| MIDLAND-GRAU | SAUDI ARABIA | 8/28/97 | 409/65 |
| MIDLAND-GRAU | THAILAND | 4/25/96 | 306,816 (Appl.) |
| MIDLAND-GRAU Logo | TAIWAN | 3/18/96 | 85012514 (Appl.) |

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