

RECORD  
TF

08-21-1998

ET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

17



Tab settings = = = v

To the Honorable Commissioner of Patents a

100798347

original documents or copy thereof.

1. Name of conveying party(ies):

Midland Brake, Inc.

MRD  
8-17-98

- 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 designator 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)

1,752,426  
654,050

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: 2

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

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)

08/20/1998 INQUIRY 00000010 1752426

DO NOT USE THIS SPACE

01 FC 481 40.00 DP  
02 FC 482 25.00 DP

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

8/10/98

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS dated as of April 3, 1998 is by and between Midland Brake, Inc., a Delaware 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.

**MIDLAND BRAKE, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**HALDEX MIDLAND BRAKE CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REG. DATE</b>	<b>REG. NO.</b>
* ABSCO	UNITED STATES	2/16/93	1,752,426
BERG	ITALY	7/03/85	359,682
GRAU	KOREA		97-9617 (Appl.)
MAXIBRAKE	ARGENTINA	9/18/97	1.644.2965
MAXIBRAKE	AUSTRALIA	3/15/84	B405,299
MAXIBRAKE	BENELUX	7/02/92	383,899
MAXIBRAKE	FRANCE	10/02/87	1,429,189
MAXIBRAKE	PHILIPPINES	4/02/87	37,072
MAXIBRAKE	SOUTH AFRICA		62/3801
MAXIBRAKE	SWEDEN	7/06/84	192,003
MAXIBRAKE	SWITZERLAND	1/13/83	320,868
MAXIBRAKE	TRANSKEI		62/3801
* MAXIBRAKE	UNITED STATES	11/05/57	654,050
MAXIBRAKE	AUSTRIA	7/31/85	103,105
MIDLAND	ARGENTINA	10/09/75	2.003.349
MIDLAND	BOLIVIA	4/28/71	25787-C
MIDLAND	BRAZIL	6/05/64	606.445.552
MIDLAND	CHILE	5/10/71	235,464
MIDLAND	COLOMBIA	6/15/71	74,815
MIDLAND	ECUADOR	9/21/70	548
MIDLAND	KOREA		97-9615 (Appl.)
MIDLAND	NEW ZEALAND	1/14/93	224,225
MIDLAND	SOUTH AFRICA	9/21/92	92/7926

MIDLAND	UNITED STATES		common law mark
MIDLAND-GRAU	AUSTRALIA	2/26/97	644,215
MIDLAND-GRAU	BRAZIL		(Appl.)
MIDLAND-GRAU	CHILE	1/30/97	478,443
MIDLAND-GRAU	HONG KONG	5/03/95	5192/95 (Appl.)
MIDLAND-GRAU	KOREA		97-9616 (Appl.)
MIDLAND-GRAU	KOREA		(Appl.)
MIDLAND-GRAU	NEW ZEALAND	1/14/93	224,226
MIDLAND-GRAU	PAKISTAN	1/16/96	(Appl.)
MIDLAND-GRAU	SINGAPORE	4/08/95	3162/95 (Appl.)