

03-19-1999

Form PTO-1594  
(Rev. 6-93)

# RECORDATION FORM COVER SHEET TRADEMARKS OFFICE



MERCE  
k Office

OMB No. 0651-0011 (exp. 4/94)

100987027

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

### 1. Name of conveying party(ies):

Centek Industries, Inc.

3-15-99

- Individuals  Association
- General Partnership  Limited Partnership
- Corporation-State Pennsylvania
- Other \_\_\_\_\_

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

### 3. Nature of conveyance:

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

Execution Date: February 8, 1999 and  
March 5, 1999

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

Name: Tenneco Automotive, Inc.

Internal Address: \_\_\_\_\_

Street Address: 500 North Field Drive

City: Lake Forest State: IL ZIP: 60045

- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,015,713

Additional numbers attached? Yes  No

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

Name: Mark K. Suri, Esq.

Internal Address: \_\_\_\_\_

03/18/1999 JSHADAZZ 00000110 100460 2015713  
01 FC:481 40.00 CH

Street Address: Jenner & Block

One IBM Plaza

City: Chicago State: IL ZIP: 60611

### 6. Total number of applications and registrations involved:

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

- Enclosed
- Authorized to be charged to deposit account

### 8. Deposit account number:

10-0460

(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.

Mark K. Suri  
Name of Person Signing

Mark K. Suri  
Signature

3/11/99  
Date

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

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

TRADEMARK  
REEL: 1869 FRAME: 0718

# ASSIGNMENT OF TRADEMARK AND TRADEMARK REGISTRATION

WHEREAS, CENTEK INDUSTRIES, INC. ("Centek") is a Pennsylvania corporation having a business address of 116 Plantation Oak Drive, Thomasville, Georgia 31792;

WHEREAS, Centek has adopted and used in its business the following trademark which is registered in the United States Patent and Trademark Office:

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>	<b><u>Date of Registration</u></b>
DYNAMAX	2,015,713	November 12, 1996

WHEREAS, TENNECO AUTOMOTIVE INC. ("Tenneco"), a Delaware corporation having its principal place of business at 500 North Field Drive, Lake Forest, Illinois 60045, is desirous of acquiring said trademark and registration therefor.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained in the Settlement Agreement and the License Agreement, each of which is entered into by the parties hereto of even date herewith, and other good and valuable consideration described herein, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Centek hereby assigns, transfers and conveys to Tenneco all of its right, title and interest throughout the world in and to said Trademark and Trademark Registration, including without limitation any extensions, renewals thereof, or other equivalents thereof (collectively, the "Assigned Trademark and Trademark Registration"), and further, all of its rights and privileges pertaining to the Assigned Trademark and Trademark Registration, including without limitation the right, if any, to sue or bring other actions for past, present and future infringement thereof, and the good will of the business associated with the Assigned Trademark and Trademark Registration.

2. **Authorization of Patent and Trademark Office to Record.** Centek further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Tenneco or its successors, assigns or nominees to apply for trademark or other proper protection for the Assigned Trademark and Trademark Registration and to claim the aforesaid benefits of the right of priority provided by any international convention that may be applicable thereto.


3. **Representation and Warranty.** Centek hereby represents and warrants that, to the best of its information, knowledge and belief, it is the sole exclusive owner of all right, title and interest in and to the Assigned Trademark and Trademark Registration, and there are no liens, encumbrances, mortgages, security interest or other claims thereon.

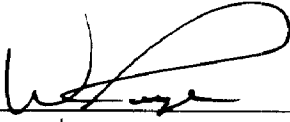
4. **Further Assurances.** Centek agrees to take such further action and to execute such documents as Tenneco may reasonably and lawfully request to effect or confirm the conveyance to Tenneco of the Assigned Trademark and Trademark Registration or any other actions as Tenneco may reasonably request.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademark and Trademark Registration as of the last date set forth below.

TENNECO AUTOMOTIVE INC.

CEN TEK INDUSTRIES, INC.

By:   
Name: Don Carpenter  
Title: Vice President  
Date: March 5, 1999

By:   
Name: Warren Kaye  
Title: President  
Date: 2/8/99

