

04-27-1999

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101021407

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

1. Name of conveying party(ies):

Mallory, Inc.

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

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

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

Name: Mr. Gasket, Inc.

Internal Address:

Street Address: 8700 Brookpark Rd.

City: Brooklyn State: OH ZIP: 44129

- 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

3. Nature of conveyance:

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

Execution Date: April 21, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Robert M. Leonardi

Internal Address: Dana Corporation  
P.O. Box 904

Street Address: 4500 Dorr Street

City: Toledo State: OH Zip: 43697-0904

6. Total number of applications and registrations involved:

32

7. Total fee (37 CFR 3.41) ..... \$ 815.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-0060 Order No. 3180

(Attach duplicate copy of this page if paying by deposit account)

04/27/1999 DNGUYEN 00000066 040060 1513340

DO NOT USE THIS SPACE

1 FC:481 40.00 CH  
2 FC:482 775.00 CH

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.

Robert M. Leonardi  
Name of Person Signing

4/13/99  
Date

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

11

# TRADEMARK REGISTRATION NUMBERS

1,513,340  
1,517,021  
1,645,921  
1,645,922  
1,555,684  
1,555,683  
75,727  
1,342,466  
1,281,295  
1,443,988  
533,982  
1,620,861  
536,081  
1,244,189  
1,278,689  
1,442,764  
1,480,470  
1,442,905  
1,441,045  
1,611,887  
1,284,199  
1,271,723  
1,448,168  
1,436,237  
1,436,239  
1,441,046  
1,458,008  
1,469,598  
1,629,580  
1,068,426  
629,014  
1,118,089

## TRADEMARK ASSIGNMENT

WHEREAS, MALLORY, INC., a Nevada corporation with an address at 550 Mallory Way, Carson City, Nevada 89701 ("Assignor"), has adopted and used, and is using in the United States, and owns all right, title and interest in and to, certain trademarks, service marks, designs and logos used by, or in connection with its business, including without limitation those trademarks, trademark registrations and applications for trademark registration identified in Exhibit A attached hereto (collectively, the "Marks"), together with the goodwill of the business associated therewith.

WHEREAS, MR. GASKET, INC., a Delaware corporation with an address at 8700 Brookpark Road, Brooklyn, Ohio 44129 ("Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith.

WHEREAS, Assignor has agreed, pursuant to the terms set forth in that certain Asset Purchase Agreement dated as of April 21, 1998 (the "Purchase Agreement"), to sell and assign its interests in the Marks to Assignee, free and clear of any and all Liens (as that term is defined in the Purchase Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors and assigns, free and clear of any and all Liens, Assignor's entire right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith, all common law and statutory right, title and interest in the Marks, all rights of registration, maintenance, renewal and protection thereof, all rights to income, royalties, damages and payments now due or hereafter due or payable in respect thereto, and all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the Marks. Except as set forth in the Purchase Agreement, Assignor hereby represents and warrants that it has no knowledge of any lien, security interest, restriction, claim or encumbrance in connection with the Marks, and that it has full power and authority to enter into and perform this Assignment.

Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's own name applications for trademark and/or service mark registration in the United States and in foreign countries in connection with the Marks, and to secure in its own name the registrations granted thereon. Assignor, at any time at or after the date of this Assignment, shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other

assurances, documents, and instruments of transfer reasonably requested by Assignee and shall take any other action consistent with the terms of this Assignment that may reasonably be requested by Assignee for the purpose of granting and transferring to Assignee, or reducing to Assignee's possession, any or all of the Marks. Assignor also hereby appoints Assignee as its agent to act in Assignor's name and on Assignor's behalf to take any action necessary to effect the transfer of any of the Marks to Assignee, or prosecute or otherwise enforce any claims, rights or benefits relating to the Marks in Assignor's name, including bringing suit in Assignor's name.

This Assignment shall be governed by and construed in accordance with the laws of the State of California and the United States Bankruptcy Code.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 21st day of April, 1998.

MALLORY, INC.

By: 

John T. Grigsby  
President

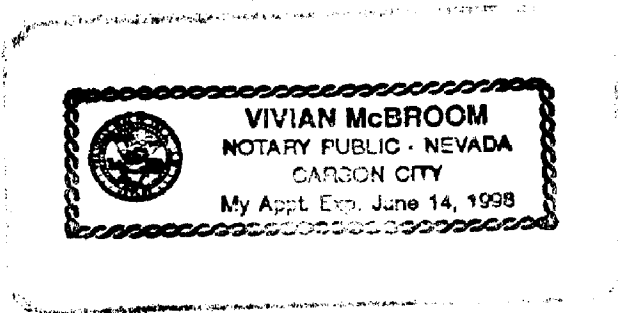
STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE )

On this 21st day of April, 1998, John T. Grigsby, the undersigned officer, personally appeared before me VIVIAN McBROOM, known personally to me to be the President of the above-named corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Vivian McBroom  
Notary Public  
My Commission expires: 6/14/98

Notarial Seal



LA-292001.1

Schedule 1.1 (c)  
Trademarks

DESCRIPTION	REG. #	ISSUE DATE
COMP 9000	1,513,340	11/1/88
COMP 9000	1,517,021	12/20/88
COMP FILTER	1,645,921	5/28/91
COMP FILTER	1,645,922	5/28/91
COMP PUMP	1,555,684	9/12/89
COMP PUMP	1,555,683	9/12/89
ERSON	75,727	1/8/85
ERSON CAMS	1,342,466	6/18/85
HYFIRE	1,281,295	6/12/84
HYFIRE	1,443,988	6/23/87
M	533,982	11/28/50
M	1,620,861	12/11/90
MALLORY	536,081	1/9/51
MALLORY IGNITION	1,244,189	7/5/83
PROMASTER	1,278,689	5/22/84
PROMASTER	1,442,764	6/16/87
PRO SIDEWINDER	1,480,470	3/15/88
PRO TACH	1,442,905	6/16/87
PRO WIRE	1,441,045	6/2/87
QUIK CHIP	1,611,887	9/4/90
SIG ERSON	1,284,199	7/3/84
SIG ERSON CAMS	1,271,723	3/27/84
SPRINT	1,448,168	7/21/87
SPRINTMAG	1,436,237	4/14/87
SPRINTMAG	1,436,239	4/12/87
SPRINT WIRE	1,441,046	6/2/87
SUPER-MAG	1,458,008	9/22/88
SUPER WIRE	1,469,598	12/22/87
THE QUICKEST IGNITION		
IN THE WORLD	1,629,580	12/25/90
UNILITE	1,068,426	6/28/77
VOLTMASER	629,014	6/19/56
VOLTMASER MARK II	1,118,089	5/15/79