

04-30-1999



ON FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

MARKS ONLY

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Tab settings

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

1. Name of conveying party(ies):  
**DURA AUTOMOTIVE SYSTEMS CABLE OPERATIONS, INC.**

2. Name and address of receiving party(ies):  
Name: **ACCO INDUSTRIAL PRODUCTS LLC**

- Individual(s)
- General Partnership
- Corporation-State **DELAWARE**
- Other



04-21-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #61

Address: **ORSCHELN MANAGEMENT CO**

Address: **2000 US HWY 63 SOUTH**

**MOBERLY** State: **MO** ZIP: **65270**

Additional names(s) of conveying party(ies)  Yes  No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **MISSOURI LIMITED LIABILITY COMPANY**

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other **EXCLUSIVE SUBLICENSE**

Execution Date: **SEPTEMBER 30, 1998**

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

A. Trademark Application No.(s)  
  
Additional numbers  Yes  No

B. Trademark Registration No.(s)  
**985349 941919**  
**927636 794648**  
**948963**

55112  
4/21/99

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

Name: **MICHAEL K. BOYER**

Internal Address: **CHIEF PATENT COUNSEL**

**ORSCHELN MANAGEMENT CO**

Street Address: **2000 US HWY 63 SOUTH**

City: **MOBERLY** State: **MO** ZIP: **65270**

6. Total number of applications and registrations involved: **5**

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:  
**15-0680**

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DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 100.00 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.

**MICHAEL K. BOYER**  
Name of Person Signing

Signature

**19 APRIL 1999**  
Date

**TRADEMARK**  
**REEL: 1889 FRAME: 0526**

## ACCO SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement (the "Agreement") is made as of the 30th day of September, 1998, by and between Acco Industrial Products LLC, a Missouri limited liability company ("Sublicensee") and Dura Automotive Systems Cable Operations, Inc. (formerly known as Trident, Inc.) a Delaware Corporation ("Sublicensor").

### RECITALS:

**WHEREAS**, pursuant to an Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), by and between Sublicensee and Sublicensor, Sublicensee has agreed to purchase certain of Sublicensor's assets relating to the business of designing, manufacturing, assembling, marketing and selling cables and cable components, conduit, strand, modulators, steering systems and shifters for a variety of industrial, marine, truck, government, aircraft and commercial, non-automotive applications (the "Business");

**WHEREAS**, pursuant to a Trade Mark License Agreement by and between Trident Automotive Plc, FKI Plc and FKI Industries Inc. dated December 12, 1997 (the "License Agreement"), Trident Automotive Plc and its group undertakings (as defined in the U.K. Companies Act 1985) were granted a license to use, inter alia, the Trademarks and the Name (each as defined herein);

**WHEREAS**, Sublicensor represents and warrants that it has the authority to grant sublicenses pursuant to the License Agreement; and

**WHEREAS**, Sublicensor has agreed to grant a sublicense to use the Trademarks and the Name (each as defined herein) on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the mutual agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

#### 1 DEFINITIONS

- 1.1 Terms used herein with initial capital letters shall have the same meaning as in the Purchase Agreement unless otherwise defined herein.
- 1.2 "Affiliate" shall mean an entity controlling, controlled by or under common control with another entity. Control shall mean the ownership of more than twenty-five percent (25%) of the stock or other ownership interest of an entity.
- 1.3 "Name " shall mean the name "ACCO" (or any name incorporating or based on that name).
- 1.4 "Exclusive Territory" shall mean the United States of America, Canada and Mexico.

1.5 "Non-Exclusive Territory" shall mean the entire world (i) other than the Exclusive Territory and (ii) other than those territories in which use of the Trademarks and Name by Sublicensee in the Business would conflict with or otherwise be likely to cause confusion with Sublicensor's industrial business being conducted by Sublicensor using the Trademarks and/or the Name.

1.6 "Trademarks" shall mean any registered or unregistered trademark (including any application for registration) licensed to Sublicensor pursuant to the License Agreement that is in any way relevant to the Business and that includes the word "ACCO" or any derivative thereof, including, without limitation, those trademark registrations and applications identified on Schedule 1 (to the extent that they are in fact relevant to the Business).

## 2 **COMMENCEMENT**

This Agreement shall commence on the Closing (as defined in the Purchase Agreement).

## 3 **DURATION**

This Agreement shall be perpetual and irrevocable to the extent permitted by law; provided, however, that this Agreement shall terminate in the event the License Agreement terminates.

## 4 **SUBLICENSE**

4.1 Sublicensor hereby grants Sublicensee and its Affiliates (i) an exclusive, irrevocable, perpetual, royalty-free sublicense to use the Trademarks and the Name exclusively in relation to the Business in the Exclusive Territory and (ii) a nonexclusive, irrevocable, perpetual, royalty-free sublicenses to use the Trademarks and the Name in relation to the Business in the Non-Exclusive Territory, in each case to the full extent that Sublicensor is permitted to do so pursuant to the License Agreement. For the avoidance of doubt, each registered Trademark is only licensed to the extent that it is registered in relation to goods or services which fall within the scope of the Business and no license is granted to use the Trademarks or the Name in automotive applications or otherwise outside the scope of the Business. For the further avoidance of doubt, Sublicensor shall not use the Trademarks or the Name in the Exclusive Territory in non-automotive applications or within the scope of the Business.

## 5 USE OF THE TRADEMARKS AND THE NAME

- 5.1 Sublicensee shall only use the Trademarks and the Name exclusively in connection with the Business and not in connection with any other business or field of activity and, in particular, without prejudice to the generality of the foregoing, shall not use the Trademarks or the Name in connection with the continuing business of the Sublicensor.
- 5.2 Sublicensee shall not use, in any of its businesses other than the Business, any Trademark, service mark or business name so resembling the Trademarks or the Name as to be likely to cause confusion.
- 5.3 Sublicensor and Sublicensee shall cooperate in good faith to ensure that Sublicensee's use of the Trademarks and the Name with respect to the Business in the Non-Exclusive Territory and Sublicensor's use of the Trademarks and the Name for industrial applications in the Non-Exclusive Territory shall not be in conflict and shall not cause confusion in the marketplace. In the event Sublicensor abandons, ceases to use or otherwise discontinues promotion of the Trademarks and the Name for industrial applications in the Non-Exclusive Territory, the grant of rights to Sublicensee under the Trademarks and the Name in relation to the Business shall become exclusive in such discontinued territory.

## 6 GOODWILL

- 6.1 Sublicensee shall, in order to protect the goodwill associated with the Trademarks and the Name, and in order to prevent any deception of the public, operate the Business in accordance with the requirements of service in relationship thereto, and agrees to maintain the quality of the goods sold under the Trademarks and the Name commensurate with the quality of the goods previously sold by Sublicensor under the Trademarks and the Name.
- 6.2 Sublicensee shall, on written request by Sublicensor, periodically permit Sublicensor to inspect the goods sold under the Trademarks and the Name in order to ensure that the quality of the goods is being maintained.
- 6.3 Sublicensee agrees that any goodwill or other rights deriving from use by Sublicensee of the Trademarks or the Name outside the scope of the Business shall inure to the benefit of and belong to Sublicensor, and if any such goodwill or other rights accrue to Sublicensee for any reason, Sublicensee shall hold such goodwill or other rights in trust for Sublicensor and, at the request of Sublicensor, shall assign all such goodwill and rights to Sublicensor (or as it may direct).

## 7 **INFRINGEMENT**

Sublicensee shall promptly notify Sublicensor in the event that it becomes aware of any unauthorized use of the Trademarks or the Name within the Business. What action (if any) should be taken in respect thereof shall be determined in accordance with the License Agreement. Sublicensee shall, at Sublicensor's expense, cooperate with Sublicensor (or its designee) in taking all steps reasonably deemed necessary in respect thereof. In the event that no action is taken against such unauthorized use within sixty (60) days of the date on which Sublicensor is first notified by Sublicensee of such unauthorized use, Sublicensor shall (to the extent consistent with its rights and obligations pursuant to the License Agreement) authorize Sublicensee to take such reasonable action as it shall deem fit and Sublicensor shall cooperate with Sublicensee (or its designee), at Sublicensee's expense, in taking all steps deemed reasonably necessary by Sublicensee in respect thereof.

## 8 **REGISTRATION OF LICENSE**

The parties shall cooperate fully and without delay in making applications jointly to the competent authorities in the Territories for the registration of Sublicensee as a licensee of the registered Trademarks, to the extent such registration is necessary or desirable. Sublicensor shall execute such further documents, depose to and swear and use its reasonable efforts to procure the deposing to and swearing of such declarations and oaths and do any act and thing and provide any information and evidence which may reasonably be necessary or desirable for registering and maintaining the registration of Sublicensee as a registered licensee.

## 9 **WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.9 OF THE PURCHASE AGREEMENT, THE SUBLICENSE GRANTED HEREIN IS WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SUBLICENSOR DISCLAIMS ANY IMPLIED WARRANTIES REGARDING THIS AGREEMENT, THE TRADEMARKS, THE NAME AND THE SUBLICENSE GRANTED HEREUNDER, INCLUDING ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 10 **ASSIGNMENT/TRANSFER**

- 10.1 Either party to this Agreement may freely assign, transfer, sub-contract, sub-license, charge or in any other manner make over to any third party the benefit and burden of this Agreement without the consent of the other.
- 10.2 In the event of an assignment, this Agreement shall be binding upon such successor or assignee and the name of a party appearing herein shall be deemed to include the names

of any such successor or assignee. Each party hereby agrees to notify the other in writing of any transaction entered into pursuant to Section 10.1.

## 11 MISCELLANEOUS

- 11.1 If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it is invalid, illegal or unenforceable, and the remainder of the Agreement shall continue in full force and effect. The parties hereto agree to replace any invalid, illegal or unenforceable provision with a new provision that has the most nearly similar permissible economic effect to the invalid, illegal or unenforceable provision.
- 11.2 This Agreement and the Purchase Agreement constitute the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, with respect to such subject matter. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.
- 11.3 Either party's waiver of any breach, or failure to enforce any of the terms and conditions of this Agreement, at any time, shall not in any way affect, limit or waive either party's right thereafter to enforce and compel strict compliance with every term and condition hereof.
- 11.4 This Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws principles which may require the application of the laws of another jurisdiction.
- 11.5 Any notice, consent, agreement or other communication required or permitted hereunder shall be in writing and shall be given by personal delivery, receipt evidenced in writing, or by telex, telegraph or electronic facsimile, promptly confirmed by certified or registered U.S. mail, postage paid, return receipt requested, addressed as set forth below, or by certified or registered U.S. mail, postage prepaid, return receipt requested, addressed as follows:

If to Sublicensee:

ACCO Industrial Products LLC  
2000 U.S. Highway 63 South  
P.O. Box 280  
Moberly, MO 65270  
Attn: James O'Loughlin, General Counsel  
Facsimile No.: (660) 269-4530

If to Sublicensor:

Dura Automotive Systems Cable Operations, Inc.  
2791 Research Drive  
Rochester Hills, MI 48309-3575  
Attn: Mr. David Bovee  
Facsimile No.: (248) 299-7501

Any such notice, consent, agreement or other communication rendered as hereinabove provided shall be deemed to have been received, in the case of personal delivery or transmission by telex, telegraph or electronic facsimile, upon receipt and, in case of transmission by certified or registered mail, ten (10) business days after the date of mailing, as the case may be, of same. The address of either party for any such notice, consent, agreement or other communication may be changed by giving notice at any time to the other party hereto.

#### 11.6 Construction and Interpretation of Contract.

11.6.1 The article, section, paragraph and subparagraph titles herein are for convenience of reference only and do not define, limit or construe the contents of such articles, sections, paragraphs and subparagraphs.

11.6.2 In this Agreement, references to articles, sections, paragraphs, subparagraphs, clauses and exhibits are to this Agreement unless otherwise stated; the words "hereof," "herein," "hereinafter," "hereto" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of the Agreement. Whenever the terms "include," "includes" or "including" are used in this Contract, they shall be deemed to be followed by the words "without limitation."

11.7 No rights are granted under this Agreement except as expressly set forth and all rights not expressly granted are reserved.

11.8 The language used in this Agreement is the language chosen by the parties to express their mutual intent and no rule of strict construction against any party shall apply to any term or condition of this Agreement.

11.9 Neither party shall act or represent or hold itself out as having authority to act as an agent or a partner of the other, or in any way bind or commit the other to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, franchise or an association of any kind between the parties.

11.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

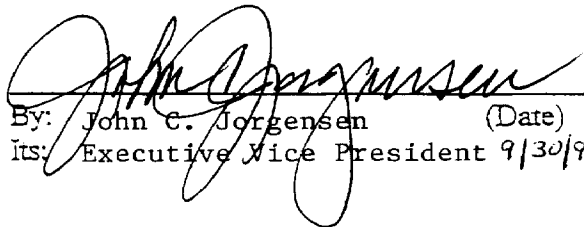
\* \* \* \* \*



In witness of the foregoing terms, the parties named above have set their hands below noting the date beneath their signatures.

ACCO INDUSTRIAL PRODUCTS LLC

DURA AUTOMOTIVE SYSTEMS CABLE OPERATIONS, INC.

  
By: John C. Jorgensen (Date)  
Its: Executive Vice President 9/30/98

By: (Date)  
Its:

Attached and incorporated herein:


Schedule 1 (3 pages)

In witness of the foregoing terms, the parties named above have set their hands below noting the date beneath their signatures.

ACCO INDUSTRIAL PRODUCTS LLC

DURA AUTOMOTIVE SYSTEMS CABLE  
OPERATIONS, INC.

\_\_\_\_\_  
By: \_\_\_\_\_ (Date)  
Its: \_\_\_\_\_

  
\_\_\_\_\_  
By: STEPHEN GRAHAM (Date)  
Its: VICE PRESIDENT

Attached and incorporated herein:

Schedule 1 (3 pages)

**SCHEDULE 1**

**The Trade Marks**

<b>Mark</b>	<b>Registration Number</b>	<b>Registered Proprietor</b>	<b>Class</b>	<b>Territory</b>	<b>Specification</b>
ACCO	985349	FKI Industries Inc.	19, 23, 7, 12	US	Cable controls - namely, push-pull controls for brake systems and throttle for vehicles, namely - automobiles, boats and aircraft.  Flexible shafting; tension; compression and cable controls for clutch and transmission systems for vehicles.
ACCO	927636	FKI Industries Inc.	7	US	Wire rope, slings and cables.
ACCO	948963	FKI Industries Inc.	38	US	Publications: namely newsletters.
ACCO	941919	FKI Industries Inc.	23	US	Hoisting grabs, abrasive cut-off machines and machinery parts therefor, electric, pneumatic and hand hoists, electrical or manual cranes with or without trolley accessories, brake cable controllers for machinery, material conveyors, palletizers and depalletizers, winches and stackers.

Mark	Registration Number	Registered Proprietor	Class	Territory	Specification
ACCO	630965	FKI Industries Inc.	6	UK	Chains, chain links, eyebolts, staples, clips, shackles, swivels, toggles, couplings, castings, wire rope, non-electric cables, fittings for metal rope and for metal cables, hoisting slings, cargo nets, wire, fence gates, nails, valves, clamps, ramps for use on railway tracks, etc. all being goods of metal.
ACCO	-0104398	FKI Industries Inc.	6, 7, 9	France	Range of goods including cables and wires, transmission belts, metals, machines and machine tools, etc.
ACCO	-A120716	FKI Industries Inc.	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 15, 16 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 & 42	France	Range of goods including cables and metallic thread (non-electrical), machines and machine tools, couplings and transmission belts, vehicles, etc.
ACCO	TMA184728	FKI Industries Inc.	6, 7, 12, 19, 28, 37, 11, 39, 14, 42, 25, 17, 24, 41, 8, 26, 10, 4, 9, 20 & 3	Canada	Valves, cocks, pipe fittings, metal chains, hoists, automobile parts, etc.

Mark	Registration Number	Registered Proprietor	Class	Territory	Specification
ACCO	NFLD1070	FKI Industries Inc.	6, 7, 8, 12, 14, 9, 25, 21, 22 & 39	Canada	Design Chains, anti-skid devices, metal products, cotter pins, etc.
ACCOLOY	1118824	FKI Industries Inc.	6	Germany	Cable drawing with flexible outer steering column & lead cable made from wire; parts for cable drawings.
ACCOLINE	794648	FKI Industries Inc.	7	US	Wire rope and cable - namely aerial tow lines.