

04-18-2001

TRADEMARK



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4.2.01

APR - 2 2001

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

04/17/2001 LABELER 00000214 0922281
01 FC:481 40.00 OH
02 FC:482 25.00 OH

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002272 FRAME: 0901

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0922281"/>	<input type="text" value="0629014"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Kathie J. Kopczyk

Name of Person Signing

Kathie J. Kopczyk

Signature

March 30, 2001

Date Signed

TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT

This **TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT** (this "*Agreement*"), dated as of March 23, 2001, is made and given by **MR. GASKET, INC.** (the "*Assignor*"), a Delaware corporation and successor by merger to PPI Acquisition Sub, Inc. ("*PPI*"), to **ECHLIN INC.**, a Connecticut corporation (the "*Assignee*").

RECITALS

A. The Assignor, as successor by merger to PPI, succeeds to the obligations and liabilities under that certain Subordinated Secured Promissory Note dated as of the date hereof in the principal amount of \$3,000,000 issued by PPI to Assignee (the "*Note*").

B. The Assignee is willing to make the loan evidenced by the Note only upon the conditions, among others, that the Assignor executes and delivers this Agreement and grants a security interest in the Trademark Collateral (as defined in the Security Agreement dated as of the date hereof between Assignor and Assignee (the "*Security Agreement*")) as security for the Secured Obligations (as defined in the Security Agreement).

C. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to any conditions or limitations set forth below, the Assignor does hereby grant to Assignee a collateral assignment of its right, title and interest in and to the Trademark Collateral. Such assignment shall include, without limitation, all of the Trademark Collateral set forth on Exhibit A hereto, including all proceeds thereof together with the right to recover for past, present and future infringements. Said Trademark Collateral shall be held and enjoyed by the Assignee, for itself and for the benefit of its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made; provided that the foregoing collateral assignment of Trademark Collateral shall be effective only upon the occurrence of an Event of Default.

2. Except as otherwise disclosed by Assignee to Assignor in connection with the transaction to which this Agreement is a part, with respect to those trademarks on Exhibit A registered in the United States Patent and Trademark Office, the Assignor hereby covenants and warrants that:

- (a) the Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;
- (b) all of the Trademark Collateral is valid and enforceable;
- (c) except as set forth on Exhibit B hereto, no claim had been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of

any of the Trademark Collateral does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademark Collateral;

(d) the Assignor has all necessary right and authority to enter into this Agreement and perform its terms;

(e) the Assignor will be, until the Secured Obligations shall have been satisfied in full and the Note shall have been canceled, in material compliance with statutory notice requirements relating to its use of the Trademark Collateral;

(f) subject to the disclosures set forth on Exhibit B and Exhibit C, the Assignor is the sole and exclusive owner of the right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, other than liens permitted under the Security Agreement, charges and encumbrances;

(g) the Trademark Collateral set forth on Exhibit A includes all of the presently registered trademarks owned by the Assignor; and

(h) the Assignor will, at any time upon reasonable request, communicate to the Assignee, its successors and assigns, any facts relating to the Trademark Collateral or the history thereof as may be known to the Assignor or its senior officers, employees and agents, and use reasonable efforts to cause such officers, employees and agents to testify as to the same.

3. Except as permitted by the Security Agreement, the Assignor agrees that, until the rights of the Assignee in the Trademark Collateral are terminated pursuant to Section 6, it will not enter into any agreement that is inconsistent with its obligations under this Agreement.

4. If, before the Secured Obligations shall have been satisfied in full, the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademark Collateral" as used in this Agreement. Section 1 hereof shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Agreement, without the consent of the Assignor, by amending Exhibit A hereto to include any future trademark or trade name.

5. Except as permitted by the Security Agreement, the Assignor agrees not to sell, assign or encumber its interest in, or grant any license or sublicense with respect to, any of the Trademark Collateral, except for (i) licenses in the ordinary course of business in accordance with past practice, so long as no Event of Default exists, (ii) the licenses listed on Exhibit C hereto or (iii) otherwise with the Assignee's prior written consent, which consent shall not be unreasonably withheld or delayed.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents reasonably requested by Assignee to facilitate the purposes of this Agreement, including, but not limited to, documents required to record Assignee's interest in any appropriate

office in any domestic or foreign jurisdiction. Contemporaneously herewith, Assignor shall execute and deliver to Assignee an assignment in the form set forth in Exhibit D hereto (the "*Assignment*"). The Assignment shall have no force and effect and shall be held by Assignee in escrow until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein and in the Security Agreement shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Assignee in the form reflected on the face of Assignment, and Assignee may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office. At such time as the Security Agreement and the Note shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be reasonably necessary or proper to terminate this Agreement and assign to the Assignor all the Assignee's rights in and to the Trademark Collateral, subject to any disposition thereof that may have been made by the Assignee pursuant to this Agreement or the Security Agreement.

7. The Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any pending trademark application as of the date of this Agreement or thereafter until the Security Agreement and the Note shall have been terminated in accordance with their terms, (ii) to preserve and maintain all rights in the Trademark Collateral and (iii) to not use the Trademark Collateral in any manner that would jeopardize the validity or legal status thereof and shall conform its usage of any Trademark Collateral to standard trademark usage, including but not limited to, using the trademark symbols as required or desirable under the law. Any expenses incurred in connection with applications that constitute Trademark Collateral shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes Trademark Collateral without the written consent of the Assignee.

8. Assignor grants to Assignee and its employees and agents the right, upon reasonable prior notice and during regular business hours, to visit any location of Assignor or its licensee, or if applicable, any other location, and to inspect the products bearing the Trademark Collateral and quality control records relating thereto at Assignor's expense.

9. Upon the occurrence and during the continuance of an Event of Default, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name or the name of the Assignor to enforce or to defend the Trademark Collateral if the Assignor has failed to bring such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section 9.

10. This Agreement shall also serve to evidence the security interest in the Trademark Collateral granted by the Assignor to the Assignee pursuant to the Security Agreement. Nothing in this Agreement shall be construed to limit such security interest in the Trademark Collateral.

11. No course of dealing with the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of the Assignee's rights and remedies with respect to the Trademark Collateral, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

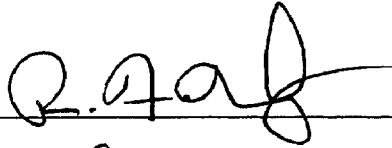
14. This Agreement shall inure to the benefit of and be enforceable by the Assignee and its successors, transferees and assigns and be binding upon the Assignor and its successors and assigns.

15. Upon payment in full of the Secured Obligations, this Agreement shall terminate and all rights to the Trademark Collateral shall revert to the Assignor.

16. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) any state as to rights or interests hereunder that arise under the laws of such state, (ii) the United States of America as to rights and interests hereunder that are registered or for the registration of which application is pending with the United States Patent and Trademark Office and (iii) the State of Ohio in all other respects. Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Agreement, the Security Agreement, the Note or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

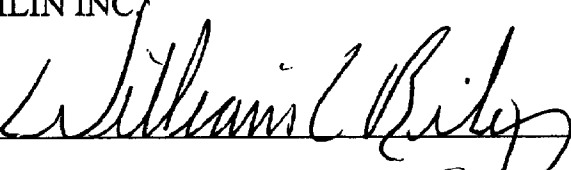
ASSIGNOR:
MR. GASKET, INC.

By 
Its Chairman

Address:

Mr. Gasket, Inc.
10601 Memphis Avenue, #12
Cleveland, Ohio 44144

ASSIGNEE:
ECHLIN INC.

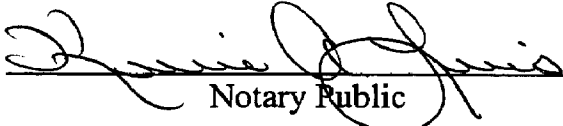
By 
Its POWER OF ATTORNEY

Address:

Echlin Inc.
c/o Dana Corporation
4500 Dorr Street
Toledo, Ohio 43615

STATE OF OHIO)
) ss.:
COUNTY OF CUYAHOGA)

As of this 29th day of MARCH, 2001, before me personally came ROBERT F. TOBEY, to me known, who being duly sworn, did depose and say, that he is the CHAIRMAN of Mr. Gasket, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public
KERRIE A. LEWIS
NOTARY PUBLIC • STATE OF OHIO
My Commission Expires 9-18-03.

STATE OF OHIO)
) ss.:
COUNTY OF CUYAHOGA)

As of this 29th day of MARCH, 2001, before me personally came WILLIAM E. RILEY, to me known, who being duly sworn, did depose and say, that he is the POWER OF ATTORNEY of Echlin Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

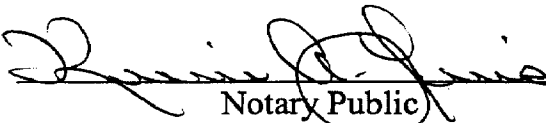

Notary Public
KERRIE A. LEWIS
NOTARY PUBLIC • STATE OF OHIO
My Commission Expires 9-18-03.

EXHIBIT A

TRADEMARK COLLATERAL

See attached.

Trademarks

Trademark	Owner	Registration/Application #	Country	
ACCEL	ECHLIN INC.	A272839	AUSTRALIA	
	ECHLIN ARGENTINA SA	1590786	ARGENTINA	
	ECHLIN ARGENTINA SA	1590675	ARGENTINA	
	AUTOMOTIVE CONTROLS CORP.	460908	BENELUX	
	AUTOMOTIVE CONTROLS CORP.	245212	CANADA	
	AUTOMOTIVE CONTROLS CORP.	2000046195 (pending)	CHINA	
	AUTOMOTIVE CONTROLS CORP.	198304370	DENMARK	
	AUTOMOTIVE CONTROLS CORP.	991600	GERMANY	
	AUTOMOTIVE CONTROLS CORP.	B12997	HONG KONG	
	AUTOMOTIVE CONTROLS CORP.	94390	IRELAND	
	AUTOMOTIVE CONTROLS CORP.	88/02269	MALAYSIA	
	AUTOMOTIVE CONTROLS CORP.	157426	NORWAY	
	AUTOMOTIVE CONTROLS CORP.	2496/88	SINGAPORE	
	AUTOMOTIVE CONTROLS CORP.	890075	SPAIN	
	AUTOMOTIVE CONTROLS CORP.	170480	SWEDEN	
	AUTOMOTIVE CONTROLS CORP.	371875	SWITZERLAND	
	AUTOMOTIVE CONTROLS CORP.	1101989	UK	
	AUTOMOTIVE CONTROLS CORP.	922281	USA	
	ACCEL (Device)	AUTOMOTIVE CONTROLS CORP.	2229243	JAPAN
		AUTOMOTIVE CONTROLS CORP.	95056	GREECE
AUTO/STICK	MR. GASKET INC.	1,135,075	USA	
AUTOSTICK	MR. GASKET INC.	1,659,734	ARGENTINA	
	MR. GASKET INC.	18,337	ARUBA	
	MR. GASKET INC.	71,624	BOLIVIA	
	MR. GASKET INC.	819,733,741	BRAZIL	
	MR. GASKET INC.	208,323	COLOMBIA	
	MR. GASKET INC.	104,465	COSTA RICA	
	MR. GASKET INC.	88,105	DOMINICAN REPUBLIC	
	MR. GASKET INC.	1697-98	ECUADOR	
	MR. GASKET INC.	180	EL SALVADOR	
	MR. GASKET INC.	89,605	GUATEMALA	
	MR. GASKET INC.	69563	HONDURAS	
	MR. GASKET INC.	579488	MEXICO	
	MR. GASKET INC.	34653	NICARAGUA	
	MR. GASKET INC.	56352	PANAMA	
	MR. GASKET INC.	197557	PARAGUAY	
	MR. GASKET INC.	35444	PERU	
	MR. GASKET INC.	41100	PUERTO RICO	
	MR. GASKET INC.	291372	URUGUAY	
	BFL	MR. GASKET INC.	924091	USA
	CALMAP	DIGITAL FUEL	2218663	USA
COMP9000	MR. GASKET INC.	1517021	USA	
COMP9000	MR. GASKET INC.	1513340	USA	
COMP FILTER	MR. GASKET INC.	1645921	USA	
COMP FILTER	MR. GASKET INC.	1645922	USA	
COMP PUMP (Block Letters)	MR. GASKET INC.	1555684	USA	
COMP PUMP (Italics)	MR. GASKET INC.	1555683	USA	
COMP STARTER	MR. GASKET INC.	2304683	USA	
COMPETITION PLUS DESIGN	MR. GASKET INC.	760957	USA	
DUAL/GATE	MR. GASKET INC.	1201952	USA	
ERSON	MR. GASKET INC.	1356485	USA	
ERSON	MALLORY INC.	443115	AUSTRALIA	
ERSON	MALLORY INC.	349080	CANADA	
ERSON CAMS	MR. GASKET INC.	1342466	USA	
"H"	MR. GASKET INC.	781323	USA	
HAYS	AMERICAN INDUSTRIES	250279	CANADA	
HAYS & DESIGN	MR. GASKET INC.	75942545	USA	

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HEAD LOC	MR. GASKET INC.	1215825	USA
HOT SHIFT	MR. GASKET INC.	76087866 (pending)	USA
H HURST & SHIFTER DESIGN	MR. GASKET INC.	75942657 (pending)	USA
H. HURST DESIGN	HURST PERFORMANCE	881740	GERMANY
HURST	MR. GASKET INC.	920146	USA
HURST	HURST PERFORMANCE	124822	NORWAY
HURST	HURST PERFORMANCE	1071046	GERMANY
HURST	HURST PERFORMANCE	304939	CANADA
HURST H & DESIGN	HURST PERFORMANCE	181177	CANADA
HURST RETTUNGSSCHERE	HURST PERFORMANCE	963197	GERMANY
HYFIRE	MR. GASKET INC.	1281295	USA
HYFIRE	MR. GASKET INC.	1443988	USA
LAKEWOOD INDUSTRIES L & DESIGN	MR. GASKET INC.	904683	USA
LIGHTENING RODS	MR. GASKET INC.	1249778	USA
LIFTLOUVRE	MR. GASKET INC.	1223322	USA
LIFTLOUVRE	MR. GASKET INC.	1210396	USA
LINE LOC	MR. GASKET INC.	76103959 (pending)	USA
M & DESIGN	MALLORY INC.	54938	CANADA
M & DESIGN	MALLORY INC.	32243	CANADA
M & DESIGN	MR. GASKET INC.	533982	USA
M & DESIGN	MR. GASKET INC.	1620861	USA
M. MALLORY AND DESIGN	MALLORY INC.	2758	CANADA
MALLORY	MALLORY INC.	7164	CANADA
MALLORY IGNITION	MALLORY INC.	402173	AUSTRALIA
MALLORY IGNITION	MR. GASKET INC.	1244189	USA
MR. GASKET AND DESIGN	ECHLIN INC.	1546921	ARGENTINA
MR. GASKET AND DESIGN	ECHLIN INC.	1706380	ARGENTINA
MR. GASKET AND DESIGN	ECHLIN INC.	1920136 (pending)	ARGENTINA
MR. GASKET COMPANY	MR. GASKET INC.	1354807	USA
MR. GASKET COMPANY	MR. GASKET COMPANY	473454	AUSTRALIA
MR. GASKET COMPANY & DESIGN	MR. GASKET INC.	236501 (TMA2365)	CANADA
PISTOL-GRIP	MR. GASKET INC.	76105320 (pending)	USA
PROMASTER	MR. GASKET INC.	1278689	USA
PROMASTER	MR. GASKET INC.	1442764	USA
*PRO POWER	MR. GASKET COMPANY	75576083 (pending)	USA
PRO SIDEWINDER	MR. GASKET INC.	1480470	USA
PRO TACH	MR. GASKET INC.	1442905	USA
PRO WIRE	MR. GASKET INC.	1441045	USA
QUARTER STICK	MR. GASKET INC.	75942655 (pending)	USA
REVERSE LOC/OUT	MR. GASKET INC.	1218346	USA
ROLL/CONTROL	MR. GASKET INC.	1256014	USA
SPRINT & DESIGN	MR. GASKET INC.	1448168	USA
SPRINTMAG	MR. GASKET INC.	1436239	USA
SPRINTMAG	MR. GASKET INC.	1436237	USA
SPRINTWIRE	MR. GASKET INC.	1441046	USA
SSA	MR. GASKET INC.	1201950	USA
STREET STACKS	MR. GASKET INC.	1267881	USA
SUPER-MAG	BWD AUTOMOTIVE CORP.	1458008	USA
SUPER WIRE	MR. GASKET INC.	1469598	USA
THE FUEL PEOPLE	MR. GASKET INC.	1259707	USA
THE PERFORMANCE PEOPLE	MR. GASKET INC.	1131664	USA
THE PERFORMANCE PEOPLE	MR. GASKET INC.	1376500	USA
THE QUICKEST IGNITION IN THE WORLD	MR. GASKET INC.	1629580	USA
TOUGH SHIFT	MR. GASKET INC.	1248274	USA
TRACTION ACTION	MR. GASKET INC.	917573	USA
TWO-TONE	MR. GASKET INC.	1655922	USA
ULTRA-SEAL	MR. GASKET INC.	75544453 (pending)	USA
UNILITE	MR. GASKET INC.	1068426	USA
VERTICAL GATE	MR. GASKET INC.	1162640	USA
V-MATIC	MR. GASKET INC.	1339113	USA
VOLTMASER	MR. GASKET INC.	106136	CANADA
VOLTMASER	MALLORY INC.	629014	USA
VOLTMASER MARK II AND	MR. GASKET INC.	1118089	USA

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DESIGN			
VOLTMARK II AND DESIGN	MALLORY INC.	187125	CANADA
300+	MR. GASKET INC.	unregistered	USA
ACCEL	AUTOMOTIVE CONTROLS CORP.	unregistered	BRAZIL
ACCEL	AUTOMOTIVE CONTROLS CORP.	unregistered	FRANCE
ACCEL	AUTOMOTIVE CONTROLS CORP.	unregistered	INDONESIA
ACCEL	AUTOMOTIVE CONTROLS CORP.	unregistered	ITALY
ACCEL	AUTOMOTIVE CONTROLS CORP.	unregistered	PHILIPPINES
BILLETPROOF	MR. GASKET INC.	unregistered	USA
BILLET/PLUS	MR. GASKET INC.	unregistered	USA
BILLETECH	MR. GASKET INC.	unregistered	USA
BLUEPRINT	MR. GASKET INC.	unregistered	USA
BRUTE THUNDER	MR. GASKET INC.	unregistered	USA
COPPERSEAL	MR. GASKET INC.	unregistered	USA
DESKTOP DRAGSTIP	MR. GASKET INC.	unregistered	USA
DESKTOP DYNO	MR. GASKET INC.	unregistered	USA
DESKRACER	MR. GASKET INC.	unregistered	USA
DFI	MR. GASKET INC.	unregistered	USA
EXTREME 900	MR. GASKET INC.	unregistered	USA
FLEX-BRAID	MR. GASKET INC.	unregistered	USA
HAYS & DESIGN	MR. GASKET INC.	unregistered	USA
HAYS TORKLOC	MR. GASKET INC.	unregistered	USA
H HURST (Stylized)	MR. GASKET INC.	unregistered	USA
H. HURST DESIGN	MR. GASKET INC.	unregistered	USA
LAKWOOD INDUSTRIES	MR. GASKET INC.	unregistered	USA
LOC-A-MATIC	MR. GASKET INC.	unregistered	USA
LOW RIDER	MR. GASKET INC.	unregistered	USA
MALLORY	MR. GASKET INC.	unregistered	USA
MARK XII	MR. GASKET INC.	unregistered	USA
MASTER SHIFT	MR. GASKET INC.	unregistered	USA
MOUNT RACEMORE	MR. GASKET INC.	unregistered	USA
MR. GASKET COMPANY	MR. GASKET INC.	unregistered	UK
POWER FILTERS	MR. GASKET INC.	unregistered	USA
POWER TUNER	MR. GASKET INC.	unregistered	USA
PRO-MATIC	MR. GASKET INC.	unregistered	USA
QUICK/STICK	MR. GASKET INC.	unregistered	USA
RODWARE	MR. GASKET INC.	unregistered	USA
SPEEDWAY SUPER SHIFTER	MR. GASKET INC.	unregistered	USA
STREETRAM	MR. GASKET INC.	unregistered	USA
SUPER CONNECTOR	MR. GASKET INC.	unregistered	USA
SUPERRAM	MR. GASKET INC.	unregistered	USA
SUPER SHIFTER	MR. GASKET INC.	unregistered	USA
SUPERSTOCK CRIMP	MR. GASKET INC.	unregistered	USA
THE RODDER'S HARDWARE	MR. GASKET INC.	unregistered	USA
THUNDER SPORT	MR. GASKET INC.	unregistered	USA

EXHIBIT B

EXCEPTIONS TO TITLE

1. Debtor can make no such representation, warranty or covenant with respect to those Trademarks listed on Exhibit A as "unregistered".
2. Debtor can make no such representation, warranty or covenant with respect to pending USPTO Application No. 75576083 (pending) for the trademark PRO POWER. This application was filed in the name of Mr. Gasket Company. Pep Boys has opposed this application. Echlin Inc. has offered to abandon the application so long as Mr. Gasket, Inc. can continue to use the mark. Pep Boys has not yet responded to this offer.
3. Debtor's representation, warranty and covenant that it owns the sole, full and clear title to any Trademark (registered or unregistered) is subject to the caveat that rights to trademarks in the United States derive from common law use and there can be no assurances given that third parties in the future will not assert common law rights in and to one or more of the Trademarks based upon common law use which pre-dates use by Debtor.

Federal trademark registration 1,511,764 for the trademark ULTRA-SEAL was cancelled on May 15, 1995 for failure to file a Section 8 Affidavit. In 1998, Mr. Gasket, Inc. filed a new application for registration of the identical mark with the USPTO (Application No. 75544453). The mark was published for opposition in the Official Gazette on January 9, 2001.

EXHIBIT C

LICENSES

License Agreement dated August 1, 1994 between Chrysler Corporation and Mr. Gasket, Inc. for the Autostick Trademark

Nascar Licensing Terms Sheet with Echlin Inc. for Hurst Shifters and Shifter Accessories, assigned to Mr. Gasket, Inc. dated March 20, 2001

Master License Agreement dated July 1, 1996 between Adrenaline Research, Inc. and Mr. Gasket, Inc.

Non-Exclusive Limited License Agreement dated December 1, 1999 between Echlin Inc. and Sierra International Inc. for the ACCEL Trademark, assigned to Mr. Gasket, Inc. dated March 20, 2001

Trademark License Agreement dated June 1, 1989 between Automotive Controls Corp. and Irwin Toy Limited for the ACCEL Trademark, assigned to Mr. Gasket, Inc. dated March 20, 2001

Trademark License Agreement dated November 6, 1993 and September 28, 1994 between Mr. Gasket, Inc. and Hasbro, Inc. for the Hurst Trademark

Trademark License Agreement dated November 16, 1993 and November 23, 1993 between Mr. Gasket, Inc. and The Ertl Company for the Mr. Gasket, Hays, Lakewood, Hurst and Interpart Trademarks

Trademark License Agreement dated April 21, 1997 between Mr. Gasket, Inc. and Motorsports DieCast Co. for the ACCEL, Hurst Shifters, Hays, Lakewood and Mr. Gasket Trademarks

Trademark License Agreement dated May 12, 1997 between Mattel, Inc. and Mr. Gasket, Inc. for ACCEL, Hurst Shifters, Hays, Lakewood and Mr. Gasket Trademarks.

Trademark License Agreement dated September 1, 1998 between G and O Manufacturing Company and Mr. Gasket for the Ultra Seal Trademark

Trademark License Agreement dated August 6, 1999 between Ron & Sharon's Collectables and Mr. Gasket, Inc. for ACCEL, Hurst Shifters, Hays, Mallory, Erson, Lakewood, Mr. Gasket and Mr. Gasket Performance Group Trademarks

Trademark License Agreement dated October 29, 1999 between TRAXXAS Corporation and Mr. Gasket Performance Group for ACCEL, Hurst Shifters, Hays, Mallory, Erson, Lakewood, Mr. Gasket and Mr. Gasket Performance Group Trademarks

Trademark License Agreement dated December 8, 1999 between Maisto International, Inc. and Mr. Gasket, Inc. for ACCEL, Hurst Shifters, Hays, Mallory, Erson, Lakewood, Mr. Gasket and Mr. Gasket Performance Group Trademarks

Trademark License Agreement dated July 22, 1996 between Mattel, Inc. and Mr. Gasket, Inc. for ACCEL, Mr. Gasket and Hurst Trademarks

EXHIBIT D

THIS DOCUMENT SHALL BE HELD BY ECHLIN INC. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "ASSIGNEE"), IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT (THE "AGREEMENT"), DATED AS OF MARCH ____, 2001 EXECUTED BY MR. GASKET, INC., A DELAWARE CORPORATION ("ASSIGNOR"), IN FAVOR OF ASSIGNEE. BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND IS CONTINUING AND THAT ASSIGNEE HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

ECHLIN INC.

By: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, Mr. Gasket, Inc., a Delaware corporation ("Assignor"), is the owner of the Trademark Collateral, as hereinafter defined;

WHEREAS, Assignor has executed an Trademark Collateral Assignment Agreement, dated as of March ____, 2001 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of Echlin Inc., a Connecticut corporation (together with its successors and assigns, "Assignee"), pursuant to which Assignor has granted to Assignee, a security interest in and collateral assignment of the Trademark Collateral as security for the Note, as defined in the Agreement;

WHEREAS, this Assignment is subject to the terms of the Intercreditor and Subordination Agreement by and among Assignee, General Electric Capital Corp. and Assignor dated as of March ____, 2001;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Trademark Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Assignee's election to take actual title to the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor, its

successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Assignee, and its successors, transferees and assigns, all of the Trademark Collateral, as such term is defined in the Agreement, including, but not limited to, the Collateral listed on Schedule 1 hereto.

This Assignment shall be effective only upon certification of an authorized officer of Assignee, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Assignee has elected to take actual title to the Trademark Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on March ____, 2001.

MR. GASKET, INC.

By: _____
Title: _____

THE STATE OF OHIO)
) SS:
COUNTY OF)

BEFORE ME, a Notary Public, the undersigned, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Mr. Gasket, Inc., a Delaware corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2001.

Notary Public