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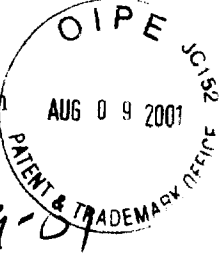
Washington, D.C. 20005

(202) 842-8800

08-14-2001



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<p>1. NAME OF CONVEYING PARTY:</p> <p>BBI Investors, Inc. A Delaware corporation</p> <p><i>7-9-01</i></p> 	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>BBI Enterprises, L.P. A Delaware limited partnership</p> <p>261 East Maple Birmingham, MI 48009</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: <u>May 8, 2001</u> 3B. EFFECTIVE DATE: <u>January 11, 2001</u></p>	<p>2A. ASSIGNEE A FOREIGN ENTITY: Yes: _____ No: X</p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED: Yes: _____ No: X</p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>None</p> <p>Additional numbers attached? n/a</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>FLEX TRIM – Reg. No. 1,989,244 FLEX TRIM & Design – Reg. No. 1,986,285</p> <p>Additional numbers attached? No.</p>
<p>Amy E. Carroll, Esq. Drinker Biddle & Reath LLP Suite 1100 1500 K Street, N.W. Washington, D.C. 20005-1209</p>	
<p>6. TOTAL NUMBER OF TITLES: 2</p> <p>7. TOTAL FEE: \$65.00 - Check Enclosed</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 50-0573</p> <p>Our Ref: 30867.106615</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Amy E. Carroll</i> _____ Amy E. Carroll, Esq. Date: August 9, 2001</p> <p style="text-align: right;">Page 1 of 4</p>

08/13/2001 TBIAZI 00000162 1989244

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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FILED BY COURIER

Date: *August 9, 2001*

Signature: *Cynthia L. Stein*

TRADEMARK
REEL: 002345 FRAME: 0863

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made and entered into as of May 8, 2001 by and between BBi Investors, Inc., a Delaware corporation (formerly named BBi Enterprises, Inc.), with a place of business at 405 Fairall Ave (Cherokee) (the "Assignor") and BBi Enterprises, L.P., a Delaware limited partnership, with a place of business at 261 East Maple, Birmingham (the "Assignee").
Michigan USA 48009

WHEREAS, pursuant to an assignment and assumption agreement dated January 11, 2001, Assignee acquired substantially all of Assignor's U.S. assets, including the Intellectual Property (as defined below), and Assignee is desirous of further evidencing that Assignor has assigned all right, title and interest in and to the Intellectual Property to Assignee; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the marks listed on Schedule A hereto (hereinafter, the "Marks"), which are registered in the U.S. Patent and Trademark Office as detailed in Schedule A, including the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the designs, inventions and patents listed in Schedule B annexed hereto, and any patents which may be later obtained therefor or thereon (collectively, the "Patents") (which together with the Marks shall be collectively referred to herein as the "Intellectual Property");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to the Marks, including any registrations or pending applications therefor and the goodwill of the business symbolized thereby. Assignor further assigns to Assignee, all of Assignor's right, title and interest in and to the Patents, together with any re-issue, continuation, continuation-in-part, division, improvement or extension thereof.

2. Assignor further assigns to Assignee all rights to sue and bring actions for any and all past and future infringements and unauthorized uses of the Intellectual Property. Assignor further assigns to Assignee all proceeds of the Intellectual Property, including, without limitation, any and all causes of action for infringement or unauthorized use thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full term or terms for which the Intellectual Property rights may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.

3. The Assignor hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and/or deliver all such further documents, materials, information, assistance, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Intellectual Property and/or the Assets and to procure, maintain, enforce and protect the right, title

and interest in and enjoyment of all of the Intellectual Property and/or the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

5. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable therein.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

BBi Investors, Inc.

By: [Signature]
Name: STEVEN C. BROWN
Title: PRESIDENT
Date: 8th May 2001

ACKNOWLEDGED:

BBi Enterprises, L.P.

By: [Signature]
Name: DEREK H. WEYBAUGH
Title: VP FINANCE

Schedule A

Country	Mark	Reg No.	Reg. Date
United States	FLEX TRIM	1,989,244	July 23, 1996
United States	FLEX TRIM & Design	1,986,285	July 9, 1996