

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holland USA, Inc.		01/14/2002	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	HalDEX Acquisition Corp.
Street Address:	10930 North Pomona Avenue
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64153
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number
Registration Number:	1639667
Registration Number:	2045006
Registration Number:	1416543
Registration Number:	902903
Registration Number:	2402020

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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OP \$140.00 1639667

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ATTORNEY DOCKET NUMBER:

01925-A0148A

NAME OF SUBMITTER:

Wesley W. Whitmyer, Jr.

Total Attachments: 8

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ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks (the "Assignment") is made and entered into effective as of this 14th day of January, 2002, by Holland USA, Inc., a Michigan corporation (the "Assignor").

RECITALS

Assignor is the successor by merger to Holland-Neway International, Inc., a Michigan corporation and a party to that certain Asset Purchase Agreement dated as of December 10, 2001 (as amended, the "Asset Purchase Agreement"), providing, among other things, for the transfer, sale and assignment to Haldex Acquisition Corp., a Delaware corporation ("Haldex"), of certain Trade Rights (as such term is defined below). The parties wish to effect such transfer, sale and assignment.

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing premises, the payment of the purchase price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, intending to be legally bound, hereby agrees as follows:

1. The Trade Rights that are hereby transferred, sold and assigned are those set forth on the attached Schedule A. As used herein and specifically with reference to each of the items set forth on Schedule A, the term "Trade Rights" shall mean and include all of the following, only to the extent that they relate to the items set forth on Schedule A: (i) trademarks, service marks, trade names and brand names; (ii) copyrights and other rights associated therewith and the underlying works of authorship; (iii) patents and patent applications, continuations in part or continuations thereof and any other proprietary rights associated therewith; (iv) registrations of any of the foregoing, applications and renewals thereof, goodwill associated with the foregoing, international rights associated with the foregoing, and claims for infringement, misappropriation or breach thereof; and (v) trade secrets, confidential information and other proprietary rights.
2. Assignor, for itself, its successors and assigns, does hereby grant, sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, all of Assignors' worldwide right, title and interest, legal and equitable, in, to and under each of the registered or unregistered Trade Rights, and all goodwill associated therewith, including but not limited to (i) all rights to sue for infringement of any Trade Right, whether arising prior to or subsequent to the date of this Assignment; (ii) any and all applications for any registration; (iii) in the case of patents, all divisions, continuations, continuations in part and reissues, as well as all foreign counterparts thereof, and all inventions disclosed in the Letters Patent or any application therefor; (iv) in the case of Trade Rights other than patents, all common law rights associated therewith; and (v) all renewals and extensions of any registration or application that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

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3. Assignor hereby covenants and agrees that, at any time and from time to time after the date of this Assignment, at the request of Assignee, its successors and assigns, and without further consideration, Assignor, its successors and assigns will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, any and all such further acts, conveyances, transfers, assignments, and assurances as Assignee may reasonably require to grant, sell, convey, assign, transfer, set over to or vest more effectively in Assignee, its successors and assigns, any of the right, title, and interest in, to and under the Trade Rights.

4. This Assignment and the Asset Purchase Agreement constitute the parties' entire agreement with respect to the subject matter of this Assignment. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will control. All capitalized terms not specifically defined in this Agreement shall have the meanings specified in the Asset Purchase Agreement.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to any conflict of laws provisions.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Patents and Trademarks in the day and year first above written.

HOLLAND USA, INC.

By: Barbara L. De Bruyn

Name (print): Barbara L. De Bruyn

Title: Secretary

State of Michigan)

County of Kent)

On this 14th day of January, 2002, before me Barbara L. De Bruyn, personally appeared as Secretary of Holland USA, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the entity on behalf of which the person acted, executed the instrument.

Kathleen M. Schreier
Notary Public, Kathleen M. Schreier

My Commission Expires:

August 20, 2002

KATHLEEN M. SCHREIER
Notary Public, Ottawa County, MI
Acting in Kent County, MI
My Commission Expires: August 20, 2002

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**SCHEDULE A
TO
ASSIGNMENT OF PATENTS AND TRADEMARKS**

BRAKE SBU

1. Spring Brake Actuator and Reaction Plate Anchor
United States Patent No. 5,526,732
2. Tamper-Resistant Brake Actuator
United States Patent No. 5,315,918
3. Spring Brake Actuator with Guide and Bearing for an Actuator Rod
Australia Patent No. 690170
Canada Patent, Pending
United States Patent No. 5,640,893
Mexico Patent No. 195,079
4. Spring Brake Actuator Having Two-Ply Pressure Plate Assembly
United States Patent No. 5,799,564
Japan (exam required)
5. Spring Brake Actuator with Dust Guard
United States Patent No. 5,320,026
Mexico Patent No. 187,174
6. Spring Brake Actuator with Filtered Service Vent Openings
United States Patent No. 6,006,651
Australia Patent No. 708450
South Korea Patent (exam required)
7. Push-Rod Guide for Air-Operated Diaphragm Spring Brakes
Canada Patent No. 1,323,586
United States Patent No. 5,002,164
8. Spring Brake Actuator
United States Patent No. 5,105,727
9. Adjustable Mounting Apparatus for Air-Operated Diaphragm Spring Brakes
United States Patent No. 5,016,523
10. Air Operated Diaphragm Spring Brake
United States Patent No. 4,860,640
11. Stroke Indicator for Air Operated Diaphragm Spring Brakes
Australia Patent No. 629267

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Canada Patent No. 1,323,847
United States No. 4,945,818

12. Spring Brake Actuator with a Pressure Plate Bearing for a Caging Tool
Australia Patent No. 668,030
Canada Patent (Published)
European Patent No. 0680428
Japan Patent Pending
Mexico Patent No. 187,121
United States Patent No. 5,345,858
13. Tamper-Resistant Brake Actuator
United States Patent No. 5,193,432
14. Air Brake with Integral Spring Chamber
Australia Patent No. 639676
Canada Patent No. 1,338,182
15. Spring Brake Actuator with Spring Force Measurement
United States Patent No. 5,713,238
Mexico Patent No. 196,583
16. Spring Brake Actuator with Filtered Vent Openings
Australia Patent No. 689,863
Brazil Patent Pending
Canada Patent 2211546
China Patent Pending
European Patent Pending
South Korea Patent, Pending
Mexico Patent, Pending
United States Patent No. 6,029,447
17. Tamper-Resistant Brake Actuator
United States Patent No. 5,353,688
18. Fluid-Operated Brake Actuator with Check Valve
Japan Patent No. 2842946
Mexico Patent No. 196,767
United States Patent No. 5,873,297
19. Tamper-Resistant Brake Actuator
Japan Patent, Pending
South Korea Patent, Pending
Mexico Patent, Pending
United States Patent No. 6,003,433
20. Air-Operated Brake Actuator Mounting

United States Patent No. 5,957,032

21. Fluid-Operated Brake Actuator with Spring Chamber Isolation
Australia Patent No. 683926
Canada Patent, Pending
Japan Patent, Pending
South Korea Patent, Pending
Mexico Patent No. 195,739
United States Patent No. 5,722,311
22. Spring Chamber Isolation of System for a Fluid Operated Brake Actuator
Canada Patent, Pending
Japan Patent, Pending
Mexico Patent No. 187,613
United States Patent No. 5,372,059
United States Patent No. RE36,955
United States Patent No. 5,460,076
23. Spring Brake Actuator Having Plastic Pressure Plate Assembly
United States Patent No. 5,771,774
Japan Patent (exam required)
24. Spring Brake Actuator, Caging Bolt Assembly Therefor, and Method of Assembly Thereof
Australia Patent No. 687060
Australia Patent No. 700359
Canada Patent No. 2,164,194
European Patent No. 0700345
Japan Patent, Pending
United States Patent No. 5,655,431
25. Fluid-Operated Spring Brake Actuator with Improved Pressure Plate
Australia Patent No. 683643
European Patent No. 0757639
Mexico Patent No. 186170
United States Patent No. 5,377,579
Canada Patent, Pending
Japan Patent, Pending
South Korea Patent, Pending
26. Spring Brake Actuator and Caging Bolt Therefor
Australia Patent No. 679010
Canada Patent, Pending
European Patent, Pending
Japan Patent, Pending
Mexico Patent No. 191,173
United States Patent No. 5,725,076

27. Spring Brake Actuator with Corrosion Fuses
Canada Patent, Pending
United States Patent No. 5,664,478
28. Air Brake Actuator with Enlarged Diaphragm and Method of Manufacture
Japan Patent, Pending
Mexico Patent, Pending
United States Patent No. 6,012,378
29. Spring Brake Actuator with Internal Breathing Conduit
United States Patent No. 5,937,733
30. Diaphragm Retainer for Spring Brake Actuator
United States Patent No. 6,164,187
31. Normally-Closed Diaphragm Check Valve
United States Patent No. 6,148,711
32. Service Brake Actuator Having a Unitary Pushrod/Clevis Assembly with a Dust Plug
WIPO (published)
33. Spring Brake Actuator with Sealed Chamber and Method for Sealing
United States Patent, Pending
34. Spring Brake Actuator with Hot Set Springs
United States Patent, Pending
35. Sealed Brake Actuator
WIPO, Pending
36. Trademark - A (Stylized)
China, App. No. 9900138214, Reg. No. 1543548
European Union, App. No. 2,075,018, published
India, App. No. 887614, pending
Mexico, Reg. No. 481776
United States, Reg. No. 1,416,543
37. Trademark Anchorlok
Argentina, Reg. No. 1,696,086
Australia, Reg. No. B301520
Benelux, Reg. No. 315,442
Brazil, Reg. No. 007177020
Canada, Reg. No. 199,365
Chile, Reg. No. 467,392
China, Reg. No. 1382325
Colombia, Reg. No. 211526

Czech Republic, App. No. 164239, pending
European Union (CTM), Reg. No. 1,054,204
France, Reg. No. 1223079
Germany, Reg. No. 395 05 361
India, App. No. 890726, pending
Israel, Reg. No. 38264
Italy, Reg. No. 712824
Japan, Reg. No. 4033587
Mexico, Reg. No. 527970
South Africa, Reg. No. 76/5457
Sweden, Reg. No. 160,729
Turkey, App. No. 16980/21, pending
United Kingdom, Reg. No. 1,003,538
United States, Reg. No. 902,903
Venezuela, Reg. No. 66,595-F

38. Trademark - Anchorlok (Chinese Characters)
China, Reg. No. 1641909
39. Trademark - Anchorlok (Stylized)
China, App. No. 200119815, pending
India, App. No. 887612, pending
United States, Reg. No. 2,402,020
40. Trademark - Goldseal, U.S. Reg. No. 1,639,667
41. Trademark - Lifeseal, U.S. Reg. No. 2,045,006
42. Copyright - Height Control Valve, Reg. No. TX-5-068-912
43. Copyright - Fastest Growing Spring Brake, Reg. No. A 783-355
44. Copyright - Shortest, Lightest, Simplest Spring Brake, Reg. No. A-786-026
45. Copyright - Standard Diaphragms: The Big Difference, Reg. No. KK-189-535
46. Copyright - Anchorlok Spring Brakes Won't Freeze even at 60 degrees below, Reg. No. KK-189-114.
47. Domain Name - Anchorlok.com, expiration date 2/12/03.

VALVE SBU

1. Height Control Valve with Spring Return Actuator
Australia, Patent No. 591,396
Canada, Patent No. 1,281,341

European Patent No. 0 237 621
Mexico, Patent No. 163,354
New Zealand, Patent No. 218,105
New Zealand, Patent No. 228,180
United States, Patent No. 4,726,571

2. Bypass Tube for Time Delay Height Control Valve
United States, Patent No. 5,787,932
3. Height Control Valve with Adjustable Spool
Mexico, Patent No. 187621
United States, Patent No. 5,335,695
4. Dual In-Line Height Control Valve Assembly
United States, Patent No. 5,375,819
United States, Patent No. 5,682,922
5. Dual In-Line Height Control Valve Assembly
Japan, Patent (Exam Requested), Application No. 510308/1995
6. Height Control Valve and Dump Valve Therefor
South Korea, Patent No. 229,344
Mexico, Patent No. 185852
United States, Patent No. 5,333,645
7. Vehicle Suspension and Rotary Height Control Valve for Same
Canada, Patent Pending, Application No. 2342172
European, Patent Pending, Application No. 99942554.9
Mexico, Patent Pending, Application No. 2001/002164
United States, Patent Pending, Serial No. 09/796,187
8. Trailing Arm Suspension and Height Control Valve Therefor
PCT Application published March 1, 2001, Application No. PCT/US00/23278.

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