

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tenneco Automotive, a division of Tenneco Canada, Inc.		12/22/1994	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BPS Holding Corporation
Street Address:	1000 Cobb International Boulevard
City:	Kennesaw
State/Country:	GEORGIA
Postal Code:	30152
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1464502	BRAKE-PRO SYSTEMS

CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 371-2600
Email:	mrenne@skgf.com
Correspondent Name:	Sterne, Kessler, Goldstein & Fox P.L.L.C
Address Line 1:	1100 New York Avenue, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	1806.0330000/TGD/HMR
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NAME OF SUBMITTER:	Tracy-Gene G. Durkin
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Total Attachments: 11
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ASSIGNMENT AND ACCEPTANCE AGREEMENT

ASSIGNMENT AND ACCEPTANCE AGREEMENT (this "Agreement"), dated as of December 22, 1994, between BRAKE PRO SYSTEMS, INC. ("Systems"), a Delaware corporation, and TENNECO AUTOMOTIVE, a division of Tennessee Gas Pipeline Company ("Tennessee"), a Delaware corporation.

Preliminary Statement.

Tennessee, BPS Holding Corporation, BPS Acquisition Canada, Inc. ("BPSA"), an Ontario corporation, and Brake-Pro Systems ("BPSC"), a division of Tenneco Canada, Inc., an Ontario corporation (Tennessee and BPSC being collectively the "Sellers") have entered into a certain Purchase Agreement, dated as of December 22, 1994 (the "Purchase Agreement"), pursuant to which Holding and BPSA are to acquire from the Sellers the business now conducted by Tennessee, Systems and BPSC of the manufacture of friction materials for, and the distribution and sale of, automotive brake products. Systems has received a fully-executed copy of the Purchase Agreement.

Systems is a wholly-owned subsidiary of Tennessee.

Systems desires to transfer substantially all of those Assets (as defined in the Purchase Agreement) which it now owns (collectively, the "Transferred Assets") to Tennessee, and Tennessee desires to acquire such Assets in order to perform its obligations under the Purchase Agreement.

NOW, THEREFORE, in consideration of Tennessee's payment to Systems of \$10.00, and for other valuable consideration whose receipt and sufficiency are hereby acknowledged by Systems, the parties hereto agree as follows:

1. Defined Terms. The capitalized terms used but not defined in this Agreement shall have the respective meanings assigned to them in the Purchase Agreement.
2. Assignment of Certain Assets. Systems hereby assigns, transfers, conveys, grants, bargains, sets over, releases, delivers and confirms unto Tennessee, its successors and its assigns, forever, Systems' entire right, title and interest in, to and under all the Transferred Assets, wherever located, to have and to hold forever.
3. Acceptance of the Transferred Assets. Tennessee hereby accepts the Transferred Assets.
4. Successors and Assigns. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.
5. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware, without regard to any conflicts of laws principles.

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6. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

7. Further Assurances. Each party hereto shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer of each party hereto as of the date first above written.

BRAKE PRO SYSTEMS, INC.

By: Virginia L. Kearns
Name:
Title:

TENNECO AUTOMOTIVE, a division of
Tennessee Gas Pipeline Company

By: Virginia L. Kearns
Name: Virginia L. Kearns
Title: Vice President

PURCHASE AGREEMENT

SELLERS: Tenneco Automotive, a division of Tennessee
Gas Pipeline Company
Brake-Pro Systems, a division of Tenneco
Canada Inc.

BUYERS: BPS Holding Corporation
BPS Acquisition Canada, Inc.

SUBJECT: The assets used or held primarily for use by
the Sellers in their business of the
manufacture of friction material for, or the
distribution and sale of, automotive brake
products; and all the shares of the common
stock of Tenneco Heavy Duty Brake, Ltd.

DATE: As of December 22, 1994

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PURCHASE AGREEMENT

Purchase Agreement (this "Agreement"), dated as of December 22, 1994, by and among TENNECO AUTOMOTIVE ("Tennessee"), a division of Tennessee Gas Pipeline Company, a Delaware corporation; BRAKE-PRO SYSTEMS ("BPSC"), a division of Tenneco Canada Inc., an Ontario corporation (Tennessee and BPSC being collectively "Sellers", and either of them individually a "Seller"); BPS HOLDING CORPORATION ("Holding"), a Delaware corporation; and BPS ACQUISITION CANADA, INC. ("BPSA"), an Ontario corporation (either of Holding or BPSA individually being a "Buyer", and both collectively "Buyers").

Preliminary Statement

Sellers and Tenneco Brake, Inc. (formerly Brake-Pro Systems, Inc.; "BPSI") conduct a business of the manufacture of friction materials for, and the distribution and sale of, automotive brake products. Tenneco Heavy Duty Brake, Ltd. ("THDB"), an Ontario corporation, all of whose capital stock is owned by Tennessee, also conducts such a manufacturing business, limited, however, to the heavy duty market.

Before the date hereof, BPSI has sold and conveyed to Tennessee substantially all of its assets which were used or held primarily for use in its conduct of such business (the "BPSI Assets").

Sellers desire to sell to Buyers substantially all of such of their assets as are used or held primarily for use in such business, including the BPSI Assets acquired by Tennessee before the date hereof, and Tennessee desires to sell all the capital stock of THDB to Holding, all on the terms and conditions set forth herein. The purchase and sale of the Assets (as hereinafter defined) by the Sellers constitute the "complete and bona fide liquidation of a business" within the meaning of Ga Admin. Comp. ch. 560-12-1-07.

Buyers desire to purchase such assets and such capital stock on the terms and conditions set forth herein.

The Parties contemplate that Holding will transfer to Brake Pro, Inc. ("BPI"), a Delaware corporation which is a wholly-owned subsidiary of Holding, substantially all the Assets (as hereinafter defined) which are transferred to it hereunder, other than the capital stock of THDB, and assign its rights herein to BPI and BPSA, as and to the extent appropriate.

REDACTED

2 Sale of Assets and THDB Stock.

2.1 Transfer of Assets.

(a) U.S. Assets. At Closing, Tennessee shall sell, convey, transfer, assign and deliver to Holding, and Holding shall purchase and accept from Tennessee, all of Tennessee's right, title, and interest (if any) in and to:

REDACTED

REDACTED

(vi) Intellectual Property. All the following items used or to be used or held for use primarily in Tennessee's and BPSI's former conduct of their portions of the Business: (1) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together

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11

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with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (2) such trademarks, service marks, trade dress, logos and trade names as contain the name "Brake-Pro", together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (3) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (4) all mask works and all applications, registrations, and renewals in connection therewith, (5) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, catalogs and advertising and promotional materials), (6) all computer software (including data and related documentation), (7) all other proprietary rights and (8) all copies and tangible embodiments, in whatever form or medium, of the items enumerated in clauses (1) through (7); the assets enumerated in clauses (1) through (8) of this sentence including specifically but without limitation the items listed with respect to Tennessee in Exhibit 2.1(a)(vi) (all the items and types of property described above in this Paragraph being collectively the "Sellers' Intellectual Property"; the Sellers' Intellectual Property, together with all such property of THDB, being collectively the "Intellectual Property").

REDACTED

IN WITNESS WHEREOF, the Parties have executed this Agreement
of the date first above written.

TENNECO AUTOMOTIVE,
A Division of Tennessee Gas
Pipeline Company

By: Richard A. Snell
Richard A. Snell
President

BRAKE-PRO SYSTEMS
A Division of Tenneco Canada, Inc.

By: Richard A. Snell Virginia L. Kean
Richard A. Snell Vice President
President

BRAKE PRO SYSTEMS, INC.

By: Richard A. Snell
Richard A. Snell
President

BPS ACQUISITION CANADA, INC.

BY: James E. Bennett

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BPS HOLDING CORPORATION

By: James E. Bennett
James E. Bennett
Chairman and Chief Executive
Officer

TRADEMARK

REEL: 002724 FRAME: 0704

INTELLECTUAL PROPERTY LIST

TENNESSEE GAS PIPELINE COMPANY (TGPC)

{Cases filed under 2001B}

Case No.	Country	Trademark	TM - Class	Serial No.	Filing Date	Reg. No.	Reg. Date
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REDACTED

REDACTED

8033-21440	U.S.	TM: BRAKE-PRO	12 & 17	616,317	08/25/86	1,464,501	11/10/87
8033-21441	U.S.	TM: BRAKE-PRO SYSTEM & DESIGN	12 & 17	616,317	08/25/86	1,464,502	11/10/87

REDACTED