

10-07-03

25

10-15-2003



Docket No.:

2001-20002

Tab settings

To the Director of the United States Patent and

102574381

and original documents or copy thereof.

1. Name of conveying party(ies):

Troy Design & Manufacturing Company

- Individual(s)
- General Partnership
- Corporation-State Michigan
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 1999

2. Name and address of receiving party(ies):

Name: Transportation Design & Manufacturing Company

Internal Address:

Street Address: 1300 Farmington Road

City: Livonia State: MI ZIP: 48150

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Michigan
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,109,661

Additional numbers Yes No

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

Name: Michael T. Raggio

Internal Address: Dinnin & Dunn, P.C.

2701 Cambridge Court, Ste. 500

Auburn Hills, MI 48326

Street Address: Same

10/14/2003 DBYRNE 00000116 2109661

01 FC:8521

40.00 DP

City: State: ZIP:

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

1

7. Total fee (37 CFR 3.41):.....\$ 340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1131

DO NOT USE THIS SPACE

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 T. Raggio

Name of Person Signing

Signature

10-7-03

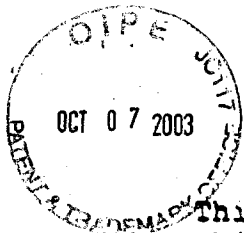
Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:

Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002843 FRAME: 0815



SERVICE MARK LICENSE AGREEMENT

This LICENSE AGREEMENT ("AGREEMENT") is made and entered into this 29th day of January, 1999 by and between TRANSPORTATION DESIGN & MANUFACTURING COMPANY ("LICENSOR"), a Michigan corporation, and TROY DESIGN & MANUFACTURING COMPANY ("LICENSEE"), a Michigan corporation.

W I T N E S S E T H

WHEREAS, LICENSOR owns, by assignment, the service mark TDM, AND DESIGN and US Service Mark Registration No. 2,109,661 registered on October 28, 1997 (hereinafter referred to as the "SERVICE MARK"), which has been used in engineering and automotive design services for others in the automotive industry (hereinafter referred to as the "LICENSED SERVICES"); and

WHEREAS, LICENSEE desires to use the SERVICE MARK upon and in connection with the LICENSED SERVICES in the United States (hereinafter referred to as the "LICENSED TERRITORY").

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

I.
GRANT OF LICENSE

1.1 LICENSOR hereby grants to LICENSEE a royalty-free, non-exclusive License to use the SERVICE MARK in connection with the LICENSED SERVICES in the LICENSED TERRITORY.

II.
ROYALTY PROVISIONS

2.1 In consideration of this License, LICENSEE shall assign its trade name and service mark rights in "TROY DESIGN & MANUFACTURING COMPANY" and the goodwill associated therewith to LICENSOR when LICENSEE terminates using the term "TROY DESIGN & MANUFACTURING COMPANY".

III.
TERM

3.1 This AGREEMENT shall continue until December 31, 2002 (the "Term"), unless sooner terminated pursuant to the terms and conditions of this AGREEMENT.

3.2 This AGREEMENT will be automatically renewed, under the terms as provided herein, for additional three (3) year terms, unless written notice of termination is given by the LICENSEE thirty (30) days prior to the termination date hereof.

IV.

ACKNOWLEDGMENT OF OWNERSHIP

- 4.1 LICENSEE agrees that it will not, during the term of this AGREEMENT or thereafter, attack the validity of the SERVICE MARK.
- 4.2 LICENSEE acknowledges LICENSOR's ownership of the SERVICE MARK, and shall not at any time do or permit to be done any act or thing which will in any way impair the rights of LICENSOR.
- 4.3 LICENSEE shall not attempt to register the SERVICE MARK alone or as part of its own trademarks or service marks, nor shall LICENSEE attempt to register any marks confusingly similar to the SERVICE MARK.
- 4.4 It is the intention of the parties that all use of the SERVICE MARK shall inure to the benefit of the LICENSOR.
- 4.5 If LICENSEE desires to develop any materially different design for any mark, symbol, logo character or other element which includes the SERVICE MARK, it shall first obtain LICENSOR's prior written approval; such approval shall not be unreasonably withheld by LICENSOR and shall be provided to LICENSEE within five (5) business days. Any such design shall be included in the SERVICE MARK licensed hereunder, provided LICENSOR shall own all the rights in such new design. All uses thereof shall inure to the exclusive benefit of LICENSOR. LICENSOR may register and protect the same in its own name as it sees fit.
- 4.6 LICENSOR acknowledges that, from time to time and with reasonable notice to LICENSEE, it may be necessary or desirable for LICENSOR to modify certain elements of the SERVICE MARK used in connection with the LICENSED SERVICES, to add additional elements to the SERVICE MARK, or to discontinue use of some or all of the elements. Accordingly, LICENSOR does not represent or warrant that the SERVICE MARK or any elements thereof will be maintained or used in any particular fashion. Any new elements or modifications to existing elements used by LICENSOR following the execution of this AGREEMENT shall be included as the SERVICE MARK.

V.

GOODWILL AND PROMOTIONAL VALUE

- 5.1 LICENSEE recognizes the goodwill associated with the SERVICE MARK and acknowledges that the SERVICE MARK, and all rights therein and the goodwill pertaining thereto, belong to LICENSOR. LICENSEE agrees that it shall not conduct any

activity or produce goods which in any way question LICENSEE's ethics or lawful practices, nor shall LICENSEE do anything which damages or reflects adversely upon LICENSOR or the SERVICE MARK. LICENSEE further recognizes and acknowledges that the SERVICE MARK has acquired secondary meaning in the mind of the public.

VI.

TRADEMARK PROTECTION

- 6.1 The License granted hereunder is conditioned upon the LICENSEE's full and complete compliance with the provisions of the trademark, patent and copyright laws of the LICENSED TERRITORY, and LICENSEE agrees to bear any costs which may be necessary to comply with such trademark laws.

LICENSEE agrees to provide LICENSOR with such reasonable assistance as LICENSOR may require in the procurement of any protection of LICENSOR's rights to the SERVICE MARK.

VII.

INSURANCE AND INDEMNIFICATION

- 7.1 Indemnification of LICENSOR. LICENSEE agrees to hold harmless, defend and indemnify LICENSOR against any and all claims of liability arising out of the distribution, use, sale or marketing of the LICENSED SERVICES for which the SERVICE MARK is licensed hereunder.

- 7.2 Indemnification of LICENSEE. LICENSOR agrees to hold harmless and indemnify LICENSEE against all claims, demands, or causes of action of trademark infringement, or damages relating thereto, dealing with the use of the SERVICE MARK in the LICENSED TERRITORY, as expressly authorized by this AGREEMENT, provided that (a) prompt written notice is given to LICENSOR of any such suit or claim, (b) LICENSOR shall have the option and right to undertake and conduct the defense of any such suits or claims brought against LICENSEE, and (c) no settlement of any suit or claim is made or entered into without the prior express written consent of LICENSOR's authorized legal counsel.

VIII.

QUALITY CONTROL

- 8.1 LICENSEE agrees that the LICENSED SERVICES in which it will use the SERVICE MARK shall be of a standard of quality as approved by LICENSOR as of the date of this AGREEMENT and shall meet or exceed any and all government standards, regulations, guidelines, rules, laws or the like regarding such service(s). LICENSOR shall have the ability to inspect LICENSEE's facilities.

- 8.2 Prior to marketing or sales of the LICENSED SERVICES, LICENSEE shall provide LICENSOR with a reasonable sampling of promotional materials, advertisements and any other materials containing the SERVICE MARK for inspection and approval.
- 8.3 If at any time the LICENSED SERVICES fall below the standard of quality as approved by LICENSOR, LICENSOR shall have the right to require LICENSEE to discontinue the use of the SERVICE MARK in conjunction with the sale of the LICENSED SERVICES unless modifications satisfactory to LICENSOR are made within ninety (90) days from written notice of disapproval.

IX.

NON-ASSIGNMENT

- 9.1 This AGREEMENT is personal to LICENSEE and may not be assigned by LICENSEE without the prior written consent of LICENSOR.

X.

TERMINATION

- 10.1 If LICENSEE violates any of the conditions listed in this AGREEMENT, LICENSOR shall have the right to terminate this License upon ninety (90) days written notice, by certified or registered mail, provided that LICENSEE fails to cure such violation during the ninety (90) day period. Such termination shall be effective upon the expiration of such ninety (90) day period.
- 10.2 If LICENSEE files a petition in bankruptcy or is adjudicated a bankrupt or if a petition in bankruptcy is filed against LICENSEE or if it becomes insolvent, or makes an assignment for the benefit of its creditor(s) or an arrangement pursuant to any bankruptcy law, or if LICENSEE discontinues all or a significant portion of its business or if a receiver is appointed for it or its business, this License shall automatically terminate without any notice being necessary. In the event the License is so terminated, LICENSEE, its receives, representatives, trustees, agents, administrators, successors or assigns shall have no right to use the SERVICE MARK.
- 10.3 Termination of the License under the provisions of Paragraph X shall be without prejudice to any rights which LICENSOR may otherwise have against LICENSEE.
- 10.4 Upon termination or expiration, other than under Paragraph 10.1 herein, LICENSEE shall promptly discontinue the use of the SERVICE MARK on such LICENSED SERVICES.

XI.
GOVERNING LAW

11.1 This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Michigan. This AGREEMENT is the active AGREEMENT between the parties with respect to the matters referred to herein, and cancels and supersedes all prior written or oral agreements between the parties. This AGREEMENT may be amended or modified only by a writing signed by both parties.

XII.
NOTICES

12.1 Any notices, payment of fees or other communication required or permitted under this AGREEMENT shall be in writing and mailed to:

(LICENSOR) TRANSPORTATION DESIGN & MANUFACTURING COMPANY
 12675 Berwyn
 Redford, Michigan 48239
 Attention: Neal Kuehn

(LICENSEE) TROY DESIGN & MANUFACTURING COMPANY

 Attention: _____

XIII.
RELATIONSHIP OF THE PARTIES

13.1 LICENSEE is not an independent contractor of LICENSOR, and nothing in this AGREEMENT shall be construed to create or constitute a partnership, joint venture, or any other agency or employment relationship between the parties hereto. Neither party is authorized to enter into any agreement on behalf of, assume any obligation for, or otherwise bind the other party financially or otherwise; nor is either party responsible for the obligations of the other party, including but not limited to obligations to the other's own employees, their wages/salaries, benefits, vacation pay, and the like.

XIV.
ARBITRATION PROVISION


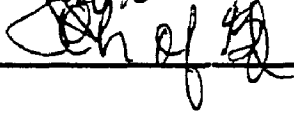
14.1 Any controversy or dispute arising out of or in connection with this Agreement, its interpretation, performance or termination, that the parties are unable to resolve within ninety (90) days after written notice by one party to the other of the existence of such controversy or dispute, shall be submitted to arbitration. The dispute or controversy


shall be finally settled by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall take place in English in Detroit, Michigan, before a single arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the laws of the State of Michigan and shall render a written decision with the reasons therefor within six (6) months from the date the matter is submitted to arbitration.

14.2 The decision of the arbitrator shall be binding and conclusive on the parties, and they shall comply with such decision in good faith.

TRANSPORTATION DESIGN &
MANUFACTURING COMPANY

TROY DESIGN & MANUFACTURING
COMPANY

By 
Its 

By 
Its Asst Secretary