

12/4/03

12-10-2003



102619173

To the Honorable Commissioner of Patents and Trademarks  
thereof.

See attached original documents or copy

1. Name of conveying party(ies):  
**DANA CORPORATION**

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

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: **EATON AEROQUIP INC.**  
Internal Address: **ATTN: D. S. KALKA**  
Street Address: **1111 SUPERIOR AVENUE**  
City: **CLEVELAND** State: **OHIO** Zip: **44114**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached  
 Yes                       No

Additional name(s) & address(es) attached?  
 Yes                       No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: NOVEMBER 1, 2002

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

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s) 1814932

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

Attorney: **DANIEL S. KALKA**  
Name: **EATON CORPORATION**  
Internal Address: **PATENT LAW DEPARTMENT**  
Street Address: **EATON CENTER**  
**1111 SUPERIOR AVENUE**  
City: **CLEVELAND** State: **OHIO** Zip: **44114-2584**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41). . . . . \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number: **05-0275**  
(Attach duplicate copy of this page is paying by deposit account)

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.*

**DANIEL S. KALKA**                      *Daniel S. Kalka*                      December 4, 2003  
NAME of SENDER                      SIGNATURE OF SENDER                      DATE

Total number of pages comprising cover sheet, attachments, and document: 2

OMB No. 0651-0011 (exp. 4/94)

**Do not detach this portion**

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

**12/09/2003 LINDLER 00000157 050275 1814932**

**01 FC 0521 40.00 BR**

**Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

**RECEIVED**

**OPR/FINANCE**

**2003 DEC -8 AM 7:30**

## TRADEMARK ASSIGNMENT

WHEREAS, Dana Corporation, a Virginia corporation having a place of business at 4500 Dorr Street, Toledo, Ohio (the "Assignor"), and Eaton Aeroquip Inc., a Michigan corporation having a place of business at Eaton Center, 1111 Superior Ave., Cleveland, Ohio (the "Assignee"), are parties to that certain Asset Purchase Agreement, dated as of September 30, 2002 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, substantially all of the assets of the Business (as defined in the Purchase Agreement).

WHEREAS, Assignor is the owner of the trademarks and the registrations and/or applications therefor listed on Exhibit A attached hereto (collectively, the "Trademarks").

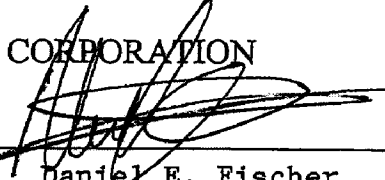
WHEREAS, pursuant to Section 2.2(a)(iii) of the Purchase Agreement, Assignee desires to acquire the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby (a) assigns to Assignee all right, title and interest in and to the Trademarks, together with all of the goodwill of the business symbolized by the Trademarks and (b) agrees to promptly, upon request of the Assignee, its successors and assigns, to execute and deliver without further compensation any power of attorney, declarations or affidavits, or other papers which may be necessary or desirable to secure to the Assignee, its successors and assigns, the Trademarks in the United States and in any country foreign thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Dana Corporation, by its duly authorized officer, does hereby set its hand as of this 1<sup>st</sup> day of November, 2002.

DANA CORPORATION

By:   
Name: Daniel E. Fischer  
Title: Director Strategic Planning

State of Ohio )  
County of Lucas )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2002,  
by Daniel E. Fischer Director\* of Dana Corporation.  
\*Strategic Planning

Susan J. Stewart  
Notary Public



SUSAN J. STEWART  
Notary Public, State of Ohio  
Commission Expires 3-8-06