

02-25-2004



DEPARTMENT OF COMMERCE
Patent and Trademark Office

102764254

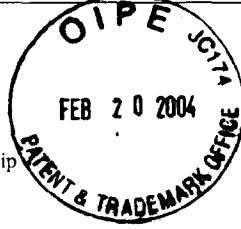
To the Director of the United States Patent and Trademark Office, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Visteon Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - Delaware
- Other _____

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



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

Name: Central Glass Co., Ltd.

Address: 5253 Oaza Okiube
Ube-Shi
Yamaguchi-ken
Japan

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Japan
- Other _____

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

(Designations must be a separate document from Assignment)

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

3. Nature of Conveyance:

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

Execution Date: January 26, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,870,571 - CARLEX

Additional numbers attached? Yes No

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

P. Jay Hines
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
1940 Duke Street
Alexandria, Virginia 22314
OSMMN Ref: 249243US-4713-6869-36

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: 50-2014
(Attach duplicate copy of this page if 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.

P. Jay Hines

Name of Person Signing

Signature

Date

February 20, 2004

Total number of pages, including cover sheet, attachments, and document: 5

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

Director of the United States Patent and Trademark Office
Mail Stop Assignment Recordation Services
Alexandria, Virginia 22313

02/24/2004 DBYRNE 00000191 1870571

01 FC 0521

40.00 DP

TRADEMARK
REEL: 002917 FRAME: 0169

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of ~~JANUARY 26~~, 2004 (the "Effective Date"), is made by Visteon Corporation, a Delaware corporation ("Assignor"), in favor of Central Glass Co., Ltd., a Japanese corporation ("Assignee"), for its benefit. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, dated as of the even date herewith, by and between Assignor and Assignee (the "Purchase Agreement"), Assignor agrees to assign all its Trademark Rights to Assignee; and

WHEREAS, Assignee desires to acquire the Trademark Rights;

NOW, THEREFORE, in consideration of the foregoing premises, Assignor and Assignee hereby agree as follows:

1. Assignment. In consideration of the sum of U.S.\$1.00 (ONE DOLLAR) now paid by Assignee to Assignor, the receipt whereof Assignor hereby acknowledges, and other good and valuable consideration, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest of Assignor in and to the Trademarks specified on Schedule I hereto, together with all goodwill therein and relating thereto, the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. This Assignment is intended to be an absolute assignment and not by way of security.

2. Further Assurances. From and after the date hereof, upon the request of Assignee or its successors or assigns, Assignor shall duly execute, acknowledge and deliver to Assignee all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to effect the terms of this Assignment or to carry out the transactions contemplated hereby. Assignor further agree to execute upon the request of Assignee such additional documents as are reasonably necessary or desirable to give full effect to and perfect the rights of Assignee under this Assignment in the Trademarks.

3. Recordation. Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States issue to, and record in the name of, Assignee all right, title, and interest in and to the Trademarks.

4. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto. This Assignment may not be supplemented, altered or modified in any manner except by

a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of Assignor and Assignee has executed this Assignment as of the day and year first above written.

ASSIGNOR

VISTEON CORPORATION

BY: Heidi A. Diebol-Hoorn

Name: HEIDI A. DIEBOL-HOORN
Title: ASSISTANT SECRETARY

ASSIGNEE

CENTRAL GLASS CO. LTD.

By: S. Nakamura

Name: Sadayoshi Nakamura
Title: President

SCHEDULE I

TRADEMARKS

1. Registered U.S. Trademark

| Trademark | Serial Number | Filing Date | Reg. No. | Reg. Date | Class |
|-----------|---------------|-----------------|----------|-------------------|-------|
| CARLEX | 74088558 | August 16, 1990 | 1870571 | December 27, 1994 | 21 |

2. All U.S. common law rights that may exist and are held by Seller in the word "Carlex" or stylized versions thereof.

3. All counterpart non-U.S. rights that may exist and are held by Seller in the foregoing.