

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
The Mayflower Corporation plc		02/07/2005	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	CVG Acquisition LLC		
Street Address:	6530 West Campus Way		
City:	New Albany		
State/Country:	OHIO		
Postal Code:	43054		
Entity Type:	LTD LIAB JT ST CO: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2781928		
Registration Number:	2797473	MAYFLOWER	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	rprescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Michael G. Fatall		
Signature:	/Michael G. Fatall/		
Date:	03/03/2005		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

WHEREAS, The Mayflower Corporation PLC, an English public limited company, having its registered office at Hill House, 1 Little New Street, London EC4A 4TR, England (hereinafter "Assignor"), acting by its joint administrators, Nicholas James Dargan and Nicholas Guy Edwards of P.O. Box 36833, 180 Strand, London WC2R 1WL (hereinafter the "Administrators"), is the registered owner of the marks listed on Schedule A (hereinafter "the Marks"), the corresponding U.S. Registration Nos. 2,781,928 and 2,797,473 and the goodwill associated therewith in connection with the Business (as defined in the Agreement of Purchase of Sale by and between Mayflower Vehicle Systems, Inc., Mayflower Vehicle Systems Michigan, Inc., Wayne Stamping & Assembly, LLC, Wayne-Orrville Investments, LLC and CVG Acquisition LLC dated as of February 7, 2005; and

WHEREAS the Administrators were appointed joint administrators of the Assignor pursuant to an order of the English High Court made on 31 March 2004; and

WHEREAS, CVG Acquisition LLC, a Delaware limited liability company, having its principal place of business at 6530 West Campus Way, New Albany, Ohio 43054, (hereinafter "Assignee"), desires to acquire the Marks, the corresponding U.S. Registrations and the goodwill associated therewith in connection with the Business;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee such right, title and interest in and to the Marks, the corresponding U.S. Registrations and the goodwill of the Business associated with the Marks, as the Assignor has in the same, together with all rights of action accrued and to accrue under and by virtue hereof, including the right to sue and recover for past infringement of the Marks to the extent that

the same are owned by the Assignor and have not been transferred or licensed by the Assignor prior to the appointment of the Administrators.

Assignor represents and warrants that: (i) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (ii) it has not, to the best of its knowledge and belief, executed, and will not execute, any agreement or other instrument in conflict herewith.

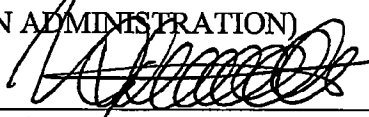
Assignee expressly agrees and acknowledges that the Administrators neither make nor give any representation or warranty in relation to the subject matter of this assignment and further that the Administrators act as agents of Assignor and without personal liability, howsoever arising.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of Assignor acting by one of its Administrators and the Administrators have caused this instrument to be signed as of the date indicated below and Assignee has caused this instrument to be signed as of the date indicated below in agreement and acknowledgment of its terms, which may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Dated: February _____, 2005

THE MAYFLOWER CORPORATION
PLC (IN ADMINISTRATION)


By: 
Name: Nicholas G. Edwards
Title: Administrator

CVG ACQUISITION LLC

By: _____
Name: _____
Title: _____

ADMINISTRATORS

By: 
Name: Nicholas G. Edwards

By: 
Name: Nicholas J. Dargan

IN WITNESS WHEREOF, each of Assignor acting by one of its Administrators and the Administrators have caused this instrument to be signed as of the date indicated below and Assignee has caused this instrument to be signed as of the date indicated below in agreement and acknowledgment of its terms, which may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.


Dated: February _____, 2005

**THE MAYFLOWER CORPORATION
PLC (IN ADMINISTRATION)**

By: _____
Name: Nicholas G. Edwards
Title: Administrator

IN WITNESS WHEREOF, I, the undersigned, Secretary of the Assignor, have caused this instrument to be signed as of the date indicated above in agreement and acknowledgment of its terms, which may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

CVG ACQUISITION LLC


By: 
Name: _____
Title: _____

ADMINISTRATORS

By: _____
Name: Nicholas G. Edwards

By: _____
Name: Nicholas J. Dargan

SCHEDULE A

MARK	REGISTRATION NO.	REGISTRATION DATE
	2,781,928	November 11, 2003
MAYFLOWER	2,797,473	December 23, 2003