

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Recordal of License		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Recticel N.V./S.A.		02/16/2004	JOINT STOCK COMPANY: BELGIUM
RECEIVING PARTY DATA			
Name:	Recticel North America, Inc.		
Street Address:	1653 Atlantic Boulevard		
City:	Auburn Hills		
State/Country:	MICHIGAN		
Postal Code:	48326-1503		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1278464	COLO-FAST	
Registration Number:	2726420	ARO-FAST	
CORRESPONDENCE DATA			
Fax Number:	(212)949-1690		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-697-3750		
Email:	dbk@kirschsteinlaw.com		
Correspondent Name:	David B. Kirschstein		
Address Line 1:	489 Fifth Avenue, 17th Floor		
Address Line 4:	New York, NEW YORK 10017-6105		
NAME OF SUBMITTER:	David B. Kirschstein		
Signature:	/David B. Kirschstein/		
Date:	04/06/2005		

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Total Attachments: 3

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TRADEMARK LICENCE AGREEMENT

Between

RECTICEL N.V./S.A., having its registered office at Avenue des Pléiades 15, BE – 1200 Brussels (Belgium), duly represented by Mr. Egidio CABERLIN, Group General Manager Automotive and Mr. Philippe JOUS, Corporate General Counsel

hereinafter referred to as "the LICENSOR"

and

RECTICEL NORTH AMERICA, Inc., having its registered office at Atlantic Boulevard, 1653, Auburn Hills, MI 48326-1503 (USA), duly represented by Mr. Dirk DAEMS, President

hereinafter referred to as "the LICENSEE"

§ 1 - Definitions

"TRADEMARK(S)" shall be the trademark(s) which is (are) registered by Licensor and as set out in the attached Annex n° 1

"PRODUCT" shall be all products sold and/or produced by Licensee under the TRADEMARK(S).

§ 2 – Scope of the Agreement

LICENSOR hereby grants to LICENSEE who agrees a non exclusive license for the use of the TRADEMARK(S) according to the conditions laid down hereafter. This licence shall be valid for the PRODUCT and in the territory of the United States of America ("the Territory"). The LICENSEE has not the right to grant sub-licences.

§ 3 - Royalties

The licence granted hereunder shall be royalty free for a trial period which shall not be shorter than three years. The Parties shall negotiate thereafter upon the introduction of a royalty whenever they consider this to be appropriate. The LICENSEE shall pay all the costs of the TRADEMARK(S) in the Territory.

§ 4 – Trademark infringement

If any claim alleging infringement of any intellectual property right of any third party is made against LICENSEE or LICENSOR, each party shall be obliged to inform the other parties and to determine a joint strategy to defend the claim.

§ 5 – Duration of the agreement

1. This agreement shall become valid upon its signature and shall remain valid for a duration of five years. At expiration of this period, the licence can be prolonged by tacit renewal for a new period of five years, except by notion of termination of this agreement by one of the parties at least 6 months before the expiry of the precedent period.
2. The LICENSEE agrees to sign, when the licence terminates, every document necessary for the crossing out of the licence registration.

§ 6 - Miscellaneous

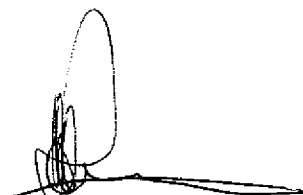
1. This agreement shall be governed by the laws of Belgium and the courts of Brussels shall be competent.
2. All amendments to this agreement shall be made in written.
3. The LICENSOR shall register one original of this agreement at the United States Department of Commerce – Patent and Trademark Office.

Made in three originals at Brussels, on February 16, 2004.

LICENSOR

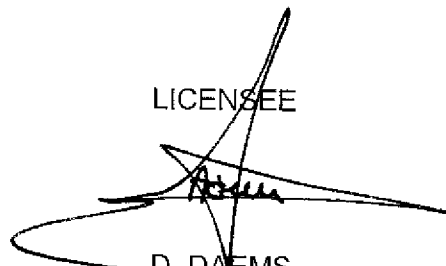


E. CABERLIN
Group General Manager
Automotive



Ph. JOUS
Corporate General Counsel

LICENSEE



D. DAEMS
President

ANNEX 1

Number of national registration

Trademark

1278464

Colo-Fast

~~2726420~~

~~Aro-Fast~~