

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hayes Brake Holding Company, LLC		06/09/2005	limited liability company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HB Performance Systems, Inc.		
<b>Street Address:</b>	5800 West Donges Bay Road		
<b>City:</b>	Mequon		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53092		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75324613	HAYES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	203-353-6834		
<b>Email:</b>	clondon@edwardsangell.com		
<b>Correspondent Name:</b>	Christina London		
<b>Address Line 1:</b>	301 Tresser Boulevard		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Christina London		
<b>Signature:</b>	/christina london/		
<b>Date:</b>	06/23/2005		

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Total Attachments: 4

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**ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT** is made as of the 9 day of June, 2005, between **Hayes Brake Holding Company, LLC**, an Ohio limited liability company, and successor by merger to Hayes Brake, Inc. (fka Hayes Industrial Brake, Inc.), a Nevada corporation, having a principal place of business at 5800 West Donges Bay Road, Mequon, Wisconsin 53092-4429 (the "Assignor") and **HB Performance Systems, Inc.**, a Delaware corporation having a principal place of business at 5800 West Donges Bay Road, Mequon, WI 53092 (the "Assignee").

**WHEREAS**, the Assignor is the owner of the trademarks listed on Schedule A hereto (the "Trademarks").

**WHEREAS**, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee has agreed to accept such assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, set over and transfer to the Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks and any and all United States Patent and Trademark Office registrations and applications therefor as set forth herein, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the full end of the term or terms for which registration of the Trademarks may be granted or renewed, to the same extent as the Assignor would hold and enjoy if this Agreement and sale had not been made; together with all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment and sale. The Assignor further agrees to execute any and all applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such rights, and also agrees, at the request and expense of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce protection for said Trademarks in all countries.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

ASSIGNOR  
Hayes Brake Holding Company, LLC

By: Keith B. Weaver  
Name: Keith B. Weaver  
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF Rhode Island )  
COUNTY OF Providence ) ss:

On this 9<sup>th</sup> day of June, 2005, Keith B. Weaver, the Vice President of Hayes Brake Holding Company, LLC, to me personally known, personally appeared before me and stated that the foregoing instrument was signed on behalf of such company pursuant to proper authority, and acknowledged the execution of the instrument as the free act and deed of the company.

Geordina J. Corriveau  
Notary Public  
My Commission Expires: 2/16/06

[SEAL]



**SCHEDULE A**

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
HAYES	U.S.	75/324,613	7/15/1997	2,339,319	4/4/2000	