

2/1

103016897

TRADEMARK  
REEL: 003177 FRAME: 0284

**Continuation of Item 1****TRADEMARKS ONLY****Name of conveying party(ies):****Citizenship**

Farm & Country Real Estate Company	Corporation	Michigan
Patent Holding Company	Corporation	Michigan
Realven Corporation	Corporation	Michigan
Venture Automotive Corporation	Corporation	Michigan
Venture Equipment Acquisition Company	Corporation	Michigan
Venture Heavy Machinery LLC	Limited Liability Company	Michigan
Venture Real Estate, Inc.	Corporation	Michigan
Venture Real Estate Acquisition Company	Corporation	Michigan
Venture Holdings Company, LLC	Limited Liability Company	Michigan
Vemco, Inc.	Corporation	Michigan
Venture Industries Corporation	Corporation	Michigan
Venture Mold & Engineering Corporation	Corporation	Michigan
Venture Leasing Company	Corporation	Michigan
Vemco Leasing, Inc.	Corporation	Michigan
Venture Holdings Corporation	Corporation	Michigan
Venture Service Company	Corporation	Michigan
Experience Management LLC	Limited Liability Company	Michigan
Venture Europe, Inc.	Corporation	Michigan
Venture EU Corporation	Corporation	Michigan

Recordation Form Cover Sheet  
**Continuation of Item 4**  
TRADEMARKS ONLY

Trademark Application Number(s) or Registration Number(s)

**Trademark Application Number(s)**

**Registration Number(s)**

2,701,593

78/079,386  
78/097,886  
78/079,414  
78/798,411  
78/079,409  
78/079,388  
78/079,382  
78/078,380  
76/258,984  
78/229,819

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment") is dated as of May 2, 2005, by and among Deluxe Pattern Corporation, a Michigan corporation ("Deluxe Pattern"), and its undersigned Affiliates listed in Exhibit A to that certain Asset Purchase Agreement dated as of April 8, 2005, as amended ("Purchase Agreement"), Venture Holdings Company, LLC, a Michigan limited liability company ("Venture Holdings"), and its undersigned Affiliates listed in Exhibit B to the Purchase Agreement (collectively, "ASSIGNORS"), and New Venture Holdings, LLC, a Delaware limited liability company ("ASSIGNEE").

ASSIGNORS and ASSIGNEE are herein collectively referred to as "the Parties." Capitalized terms not otherwise defined herein, shall have the meaning set forth in the Purchase Agreement.

WHEREAS, ASSIGNORS own the entire right, title and interest in and to the Intellectual Property purchased by ASSIGNEE pursuant to the Purchase Agreement (hereinafter, "Purchased Intellectual Property") including, without limitation, the United States and foreign trademark and service mark registrations and applications, and common law rights pertaining thereto, which may include applications filed on the basis of applicant's bona fide intent to use such marks, listed on the attached Schedule A (collectively, the "Trademarks"), and the goodwill of the business symbolized by the Trademarks and attaching thereto;

WHEREAS, ASSIGNORS further possess, and have the power and authority to hereby assign and transfer, pursuant to license, contract or agreement certain rights and interests in and to all Purchased Intellectual Property listed on Schedule B attached hereto (the "License Rights"); and

WHEREAS, in furtherance of the purchase by ASSIGNEE of substantially all of the assets of the Business, and the goodwill associated therewith, pursuant to the Purchase Agreement, ASSIGNORS desire to assign all rights, title and interest in and to all Purchased Intellectual Property, and ASSIGNEE desires to acquire all rights, title and interest in and to the Purchased Intellectual Property, including, without limitation, the entire rights, title and interest in, to and under the Trademarks, and the entirety of ASSIGNORS' right, title and interest in, to and under the License Rights.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS do hereby sell, assign, transfer, set over and convey, unto the ASSIGNEE, its successors, legal representatives and assigns, all rights, title and interest in the United States and throughout the world, in and to the Purchased Intellectual Property including, without limitation, the Trademarks, together with the goodwill of the business, or portion thereof to which the Trademarks pertain, symbolized thereby, and the License Rights, including without limitation all rights to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), in the United States and anywhere throughout the world, for any past, present or future infringement, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to, any of the Trademarks or License Rights, or any license, agreement, contract or other matter relating thereto. Such rights, title and interest in and to the Purchased Intellectual Property, Trademarks and License Rights shall be held and enjoyed by ASSIGNEE,

its successors, legal representatives and assigns, as fully, entirely and exclusively as the same would have been held and enjoyed by ASSIGNORS had this Assignment not been made;

ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the Trademarks or License Rights are or may be registered or in which applications included among the Trademarks are pending, to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the Trademarks, together with the goodwill of the business, or portion thereof to which the Trademarks pertain, symbolized thereby, and as owner of the rights and interests encompassed by the License Rights, and to issue to ASSIGNEE, its successors, legal representatives and assigns, the Certificate of Registration resulting from any application included among the Trademarks, or renewal of any existing registration of any of the Trademarks, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith.

This Assignment is effective as of the date hereof. ASSIGNORS agree to execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, powers and other appropriate documentation, and to take such actions as are reasonable and necessary, to enable ASSIGNEE to effectuate, validate and record this Assignment with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which any of the Trademarks or License Rights are or may be registered or in which applications for registration of any of the Trademarks are pending, pursuant to the terms, conditions and time periods prescribed by the relevant laws and regulations of the United States and other jurisdictions identified in Schedules A and B.

ASSIGNORS hereby appoint ASSIGNEE as their attorney-in-fact, with full authority in the place and stead of ASSIGNORS, and in the name of ASSIGNORS, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Assignment and ASSIGNEE's rights in the Purchased Intellectual Property, including the Trademarks and License Rights.

This Assignment may be executed in counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Michigan, without giving effect to the principles of conflicts of laws thereof. For so long as the ASSIGNORS are subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably select the Bankruptcy Court as the sole judicial forum for the adjudication of any dispute between ASSIGNORS and ASSIGNEE arising under or in connection with this Agreement, and consent to the jurisdiction of, the Bankruptcy Court. After ASSIGNORS are no longer subject to the jurisdiction of the Bankruptcy Court, the Parties hereto irrevocably select as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the Eastern District of Michigan of Detroit, Michigan.

2<sup>nd</sup> IN WITNESS WHEREOF, the undersigned have executed this Assignment as of this day of May, 2005.

ASSIGNORS

VENTURE HOLDINGS COMPANY, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DELUXE PATTERN CORPORATION

By: J. P. Cahn  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VEMCO, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VENTURE INDUSTRIES CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VENTURE MOLD & ENGINEERING  
CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VENTURE LEASING COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VEMCO LEASING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VENTURE HOLDINGS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VENTURE SERVICE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXPERIENCE MANAGEMENT LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VENTURE EUROPE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VENTURE EU CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FARM & COUNTRY REAL ESTATE  
COMPANY**

By: H. P. Calkins  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PATENT HOLDING COMPANY**

By: H. P. Calkins  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REALVEN CORPORATION**

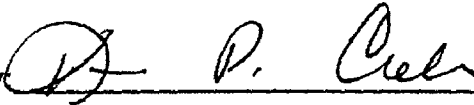
By: H. P. Calkins  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VENTURE AUTOMOTIVE  
CORPORATION**

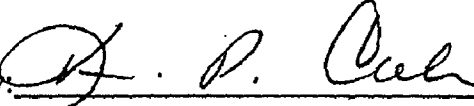
By: H. P. Calkins  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_




**VENTURE EQUIPMENT ACQUISITION  
COMPANY**

By:   
Name:  
Title:


**VENTURE HEAVY MACHINERY LLC**

By:   
Name:  
Title:

**VENTURE REAL ESTATE, INC.**

By:   
Name:  
Title:

**VENTURE REAL ESTATE ACQUISITION  
COMPANY**

By:   
Name:  
Title:

**ASSIGNEE:**

**NEW VENTURE HOLDINGS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

VENTURE EQUIPMENT ACQUISITION  
COMPANY

By: \_\_\_\_\_  
Name:  
Title:

VENTURE HEAVY MACHINERY LLC

By: \_\_\_\_\_  
Name:  
Title:

VENTURE REAL ESTATE, INC.

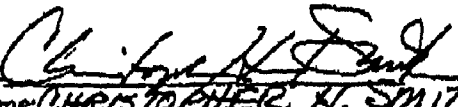
By: \_\_\_\_\_  
Name:  
Title:

VENTURE REAL ESTATE ACQUISITION  
COMPANY

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

NEW VENTURE HOLDINGS, LLC

By:   
Name: CHRISTOPHER H. SMITH  
Title: CFO

- 6 -

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MAY. 2. 2005 1:20PM VENTURE

## **EXHIBIT A**

### **DELUXE ENTITIES**

Deluxe Pattern Corporation  
Farm & Country Real Estate Company  
Patent Holding Company  
Realven Corporation  
Venture Automotive Corporation  
Venture Equipment Acquisition Company  
Venture Heavy Machinery LLC  
Venture Real Estate, Inc.  
Venture Real Estate Acquisition Company

ACKNOWLEDGMENT

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On this 2 day of May, 2005, before me personally appeared Kevin P. Collins, to me personally known/who, being duly sworn, did say that he/she is an authorized representative of those entities listed on Exhibit A hereto (collectively, the ASSIGNORS) and that he/she duly executed the foregoing instrument in my presence.

Pamela Tepperman  
Notary Public

PAMELA TEPPERMAN  
NOTARY PUBLIC, State of New York  
No. 30-4622480  
Qualified in Nassau County  
Commission Filed in New York County  
Commission Expires April 30, 2007

[TO BE PROVIDED BY EACH ASSIGNOR]

## **EXHIBIT A**

### **VENTURE ENTITIES**

Venture Holdings Company, LLC  
Vemco, Inc.  
Venture Industries Corporation  
Venture Mold & Engineering Corporation  
Venture Leasing Company  
Vemco Leasing, Inc.  
Venture Holdings Corporation  
Venture Service Company  
Experience Management LLC  
Venture Europe, Inc.  
Venture EU Corporation

ACKNOWLEDGMENT

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On this 2 day of May, 2005, before me personally appeared Horst Geldmacher, to me personally known, who, being duly sworn, did say that he/she is an authorized representative of those entities listed on Exhibit A hereto (collectively, the ASSIGNORS) and that he/she duly executed the foregoing instrument in my presence.

Pamela Tepperman  
Notary Public

PAMELA TEPPERMAN  
NOTARY PUBLIC, State of New York  
No. 30-4622480  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires April 30, 20 07

[TO BE PROVIDED BY EACH ASSIGNOR]

**SCHEDULE A****VENTURE INDUSTRIES CORP.  
U.S. TRADEMARKS**

No.	Serial No.	Filing Date	Reg. No.	Reg. Date	Word Mark	Live/Dead	Assignee
1	75/070,542	03/11/1996	2,096,755	09/16/1997	PLASTICS IN PROGRESS	DEAD	Venture Industries Corp.
2	74/716,986	08/17/1995	1,979,886	06/11/1996	REAP	LIVE	Venture Industries Corp.
3	74/716,980	08/17/1995	2,100,731	09/30/1977	V	DEAD	Venture Industries Corp.
4	74/716,978	08/17/1995	2,701,593	04/01/2003	VENTURE	LIVE	Venture Industries Corp.

**VENTURE INDUSTRIES CORP.  
U.S. TRADEMARK APPLICATIONS**

No.	Serial No.	Filing Date	Word Mark	Live/Dead	Assignee
1	73/717,792	03/21/1988	V	DEAD	Venture Industries Corp.
2	78/073,808	01/13/2001	VENPET	LIVE	Venture Industries Corp.
3	78/079,406	08/15/2001	SUPERTUBE	DEAD	Venture Industries Corp.
4	78/079,400	08/15/2001	SUPERPIPE	DEAD	Venture Industries Corp.
5	78/079,386	08/15/2001	PULL-N-JECT	LIVE	Venture Industries Corp.
6	78/097,886	12/12/2001	VEHISTROLLER	LIVE	Venture Industries Corp.
7	78/079,414	08/15/2001	XTREME TUBE	LIVE	Venture Industries Corp.
8	78/798,411	08/15/2001	XTREME PIPE	LIVE	Venture Industries Corp.
9	78/079,409	08/15/2001	XTREME BEAM	LIVE	Venture Industries Corp.
10	78/122,823	04/19/2002	VENPET	DEAD	Venture Industries Corp.
11	78/079,388	08/15/2001	PULJECT	LIVE	Venture Industries Corp.
12	78/079,382	08/15/2001	PULLJECTION	LIVE	Venture Industries Corp.
13	78/078,380	08/15/2001	PULL-IN-JECTION	LIVE	Venture Industries Corp.
14	76/258,984	05/18/2001	PUCKY	LIVE	Venture Industries Corp.
15	78/229,819	03/25/2003	SANDWIFORM	LIVE	Venture Industries Corp.



"Express Mail" mailing label

Number : EV637142048US

Date of Deposit: June 1, 2005

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Mail Stop Assignment Recordation Services, Director - U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

Lawn Saman

Name

Lawn Saman

Signature



RECORDED: 06/03/2005

TRADEMARK  
REEL: 003177 FRAME: 0300