

RECORDS/2006  
700238724

TRADEMARKS & SERVICE MARKS ONLY

DO NOT USE THIS SPACE

1. Name of conveying party(ies):  
HLI Operating Company, Inc.

2. Name and address of receiving party(ies):  
Name: Hayes Lemmerz International - Hub and Drum, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 15300 Centennial Drive  
City: Northville State: MI ZIP: 48167

3. Nature of conveyance:  
☐ Individual(s)  
☐ General Partnership  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

4. Application number(s) or registration numbers(s):  
A. Trademark / Service Mark Application No.(s)  
B. Trademark / Service Mark Registration No.(s)  
1524390

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Douglas V. Pavelko  
Internal Address: \_\_\_\_\_  
MacMillan, Sobanski & Todd, LLC.  
Street Address: One Maritime Plaza  
720 Water Street  
City: Toledo State: OH ZIP: 43604

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: 08-1393

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.  
Signature: Douglas V. Pavelko Date: JAN. 16, 2006

Total number of pages including cover sheet, attachments, and \_\_\_\_\_

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 081393 1524390

Recordation Form Cover Sheet (Page 2)  
Trademarks Only

3. Nature of conveyance

Other:

Corrective assignment to re-record assignment previously recorded under Reel:  
003219 and Frame: 0157 to correct the assignor from Hayes Lemmerz  
International - Ohio, Inc. to HLI Operating Company, Inc.

TRADEMARK

REEL: 003269 FRAME: 0855

## TRADEMARK ASSIGNMENT B

This Assignment is between **HAYES LEMMERZ INTERNATIONAL-OHIO, INC.** (the "Assignor") and **HAYES LEMMERZ INTERNATIONAL-HUB AND DRUM, INC.** (the "Assignee").

In consideration of good and valuable consideration now paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges) the Assignor hereby sells, assigns, transfers, and conveys to the Assignee all of Assignor's right, title and interest in and to the trademarks set forth on the Schedule annexed hereto and made a part hereof (the "Registrations"), including all statutory and common law rights connected with the Registrations together with the goodwill of the business relating to the goods/services specified in the Registrations;

Assignor does also hereby assign and transfer unto the Assignee, its successors, legal representatives and assigns, all claims for damages by reason of past infringement of the Registrations, the right to sue for and collect the same for its own use and for the use and enjoyment of its successors, legal representatives or other assigns.

Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any state or country foreign to the United States, whose duty it is to record Registrations, applications and title thereto, to record the Registrations and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

Assignor further covenants and agrees to execute such additional documents as may be required in states and countries foreign to the United States to record Assignee as the owner of the Registrations herein assigned.

Assignor hereby irrevocably grants to the Assignee a power of attorney, to act as the Assignor's attorney-in-fact, with full authority in the name, place and stead of the Assignor, from time to time in the Assignee's discretion, to execute any instrument that the Assignee may reasonably deem necessary or advisable to record Assignee as owner of the Registrations herein assigned; and

Assignor also represents and warrants (i) that it has the unqualified right and power to enter into this Assignment and perform its terms; that it is the sole and exclusive owner of the entire right, title and interest in and to, free and clear of any liens, charges and encumbrances, of the Registrations, that Assignor has not executed, and will not execute, any agreement in conflict herewith, that the Registrations are in good standing, that the Registrations have not been adjudged invalid or unenforceable, in whole or in part by any court of competent jurisdiction, nor has any holding, decision or judgment been rendered by any governmental agency or authority which would limit or cancel the validity, registrability or enforceability of any of the Registrations, that no action or proceeding is pending seeking to limit, cancel or render the Registrations invalid, and Assignor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Registrations and (ii) that, to its knowledge, the Registrations are valid and enforceable, and that no claim has been made that the use of any of the Registrations does or may violate the rights of any third person.

WHEREFORE, each Party has caused this Assignment to be executed by its duly authorized representatives as of the date written below.

**HAYES LEMMERZ INTERNATIONAL-OHIO, INC.**

as Assignor

By: John A. SalvetteTitle: VICE PRESIDENT - BUSINESS DEVELOPMENTDate: OCT. 31, 2005STATE OF MICHIGAN )COUNTY OF WAYNE )

On this 31<sup>st</sup> day of OCT., 2005, before me personally appeared JOHN A. SALVETTE, to me known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same as the VICE PRESIDENT of the above noted corporation and that he was duly authorized to execute the same as the act of and on behalf of said corporation.

My Commission Expires: 4/2/08

Patricia M. Cecchini  
Notary Public

PATRICIA M. CECCHINI, Notary Public  
Acting in Wayne County  
Oakland County, Michigan  
My Commission Expires 4-2-2008

**HAYES LEMMERZ INTERNATIONAL - HUB AND DRUM, INC.**

as Assignee

By: John A. SalvetteTitle: VICE PRESIDENT - BUSINESS DEVELOPMENTDate: OCT. 31, 2005STATE OF MICHIGAN )COUNTY OF WAYNE )

On this 31<sup>st</sup> day of OCT., 2005, before me personally appeared JOHN A. SALVETTE, to me known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same as the VICE PRESIDENT of the above noted corporation and that he was duly authorized to execute the same as the act of and on behalf of said corporation.

My Commission Expires: 4/2/08

Patricia M. Cecchini  
Notary Public

PATRICIA M. CECCHINI, Notary Public  
Acting in Wayne County  
Oakland County, Michigan  
My Commission Expires 4-2-2008

**TRADEMARK****REEL: 003269 FRAME: 0857**

**SCHEDULE TO****TRADEMARK ASSIGNMENT B**

1. MOTOR WHEEL	U.S. Reg. No. 1524390
2. CENTRIFUSE	Australian Reg. No. A180206
3. CENTRIFUSE	Brazilian Reg. No. 6295894
4. CENTRIFUSE	Canadian Reg. No. TMDA054314
5. CENTRIFUSE	German Reg. No. 806535
6. CENTRIFUSE	Italian Reg. No. 455110
7. CENTRIFUSE	United Kingdom Reg. No. 849030
8. CENTRIFUSE	Venezuelan Reg. No. P196045