

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
Arvin Technologies, Inc.		07/25/2006	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	AVM Industries, LLC		
Street Address:	30505 Bainbridge Road		
City:	Solon		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1701657	AVM	
Registration Number:	1739685	AVM	
Registration Number:	1736085	AVM	
CORRESPONDENCE DATA			
Fax Number:	(216)363-4607		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(216) 363-4443		
Email:	trademark@bfca.com		
Correspondent Name:	W. Scott Harders		
Address Line 1:	200 Public Square		
Address Line 2:	2300 BP Tower		
Address Line 4:	Cleveland, OHIO 44114-2378		
ATTORNEY DOCKET NUMBER:	29551-2		
NAME OF SUBMITTER:	W. Scott Harders		

OP \$90.00 1701657

Signature:	/W. Scott Harders/
Date:	08/28/2006
Total Attachments: 7 source=TM ASSIGNMENT#page1.tif source=TM ASSIGNMENT#page2.tif source=TM ASSIGNMENT#page3.tif source=TM ASSIGNMENT#page4.tif source=TM ASSIGNMENT#page5.tif source=TM ASSIGNMENT#page6.tif source=TM ASSIGNMENT#page7.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 21st day of July, 2006 ("Effective Date"), by and among AVM, Inc., a South Carolina corporation ("AVM") and Arvin Technologies, Inc. ("Seller Affiliate," and together with AVM collectively referred to herein as "Assignor") and AVM Industries, LLC, an Ohio limited liability company ("Assignee").

WHEREAS, Seller Affiliate is an affiliate of AVM;

WHEREAS, AVM and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 27, 2006, by and among AVM, ArvinMeritor, Inc., an Indiana corporation, Assignee and Hawthorn Manufacturing Corporation, an Ohio corporation (the "Agreement") and pursuant to the Agreement AVM has agreed to transfer certain Trademarks to Assignee, and certain of said Trademarks are currently titled in the name of Seller Affiliate; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all domestic and foreign trademarks and registrations including the goodwill associated therewith, and any other indicia of source used in the Acquired Business (as that term is defined in the Agreement) including all applications and registrations (collectively, the "Trademarks") including, without limitation, the trademark registrations and applications set forth on Schedule A attached hereto, and all foreign counterparts thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Trademarks, together with all the associated goodwill of its business symbolized thereby, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, including infringement or other unauthorized use of the Trademark, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as assignee and owner of the Trademarks.

In addition to the applicable representations and warranties provided in the Agreement, 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) has not executed, and will not, execute any agreement or other instrument in conflict herewith.

Assignor shall without charge to, but at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such

cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation with respect to (1) the preparation and prosecution of any applications relating to the rights assigned herein; (2) the prosecution or defense of any interference, opposition, cancellation, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks or this Assignment; (3) obtaining any additional trademark protection relating to the rights assigned herein that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor

Assignee

AVM, Inc.

AVM Industries, LLC

By: Vernon G. Baker, II

By: _____

Print Name: Vernon G. Baker, II

Print Name: Patrick James

Title: Vice President and Secretary

Title: Chairman

Arvin Technologies, Inc.

By: Vernon G. Baker, II

Print Name: Vernon G. Baker, II

Title: Vice President and Secretary

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor

AVM, Inc.

By: _____

Print Name: Vernon G. Baker, II

Title: Vice President and Secretary

Assignee

AVM Industries, LLC

By:  _____

Print Name: Patrick James

Title: Chairman

Arvin Technologies, Inc.

By: _____

Print Name: Vernon G. Baker, II

Title: Vice President and Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this ____ day of July, 2006, there appeared before me Vernon G. Baker, II, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of AVM, Inc.

Notary Public

STATE OF *Ohio*)
COUNTY *Cuyahoga*) SS.

On this *21st* day of July, 2006, there appeared before me Patrick James, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of AVM Industries, LLC.

Lorrie Piotrowski
Notary Public



Lorrie L. Piotrowski Notary Public
State of Ohio
My Commission Expires February 26, 2011

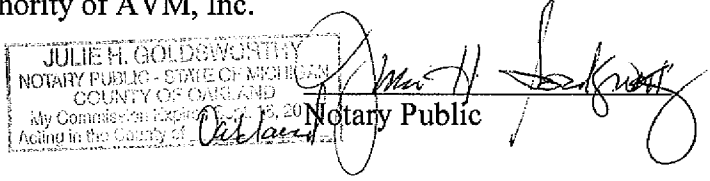
STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this ____ day of July, 2006, there appeared before me Vernon G. Baker, II, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Arvin Technologies, Inc.

Notary Public

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 25th day of July, 2006, there appeared before me Vernon G. Baker, II, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of AVM, Inc.


Notary Public

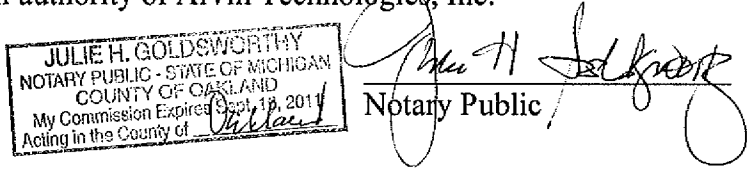
STATE OF)
) SS.
COUNTY)

On this ____ day of July, 2006, there appeared before me Patrick James, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of AVM Industries, LLC.

Notary Public

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 25th day of July, 2006, there appeared before me Vernon G. Baker, II, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Arvin Technologies, Inc.


Notary Public

SCHEDULE A

TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Country of Registration/Use</u>	<u>Status</u>	<u>Reg. No</u>	<u>Reg. Date</u>
AVM, Inc	STRONG ARM	Australia	Registered	A509399	4/26/1989
AVM, Inc	STRONG ARM & DESIGN	Australia	Registered	A509400	4/26/1989
AVM, Inc	AVM	Canada	Registered	458267	5/31/1996
AVM, Inc	STRONGARM	Canada	Registered	313485	4/18/1986
AVM, Inc	AVM	Japan	Registered	2686138	7/29/1994
AVM, Inc	AVM SX3	Japan	Registered	2712500	2/29/1996
AVM, Inc	AVM	Mexico	Registered	441925	9/13/1993
AVM, Inc	AVM	Mexico	Registered	445301	10/28/1993
AVM, Inc	STRONGARM	New Zealand	Registered	192622	4/24/1989
AVM, Inc	STRONGARM LOGO	New Zealand	Registered	182623	4/24/1989
Arvin Technologies, Inc.	AVM	United States	Registered	1701657	7/21/1992
Arvin Technologies, Inc.	AVM	United States	Registered	1739685	12/15/1992
Arvin Technologies, Inc.	AVM	United States	Registered	1736085	12/1/1992
AVM, Inc	LIFT IT	United States	Registered	1891680	4/25/1995
AVM, Inc	MIGHTY LIFT!	United States	Registered	1361735	9/24/1985
AVM, Inc	STEADY LIFT	United States	Registered	1628204	12/18/1990
AVM, Inc	STRONG ARM	United States	Registered	1419096	12/2/1986
AVM, Inc	VMx	United States	Unregistered	n/a	n/a

TRADEMARK