

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
Avon Vibration Management Systems Limited		08/11/2006	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Cadillac Rubber & Plastics, Inc.		
Street Address:	805 West Thirteenth Street		
City:	Cadillac		
State/Country:	MICHIGAN		
Postal Code:	49601-9282		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2873079	DURABUSH	
Registration Number:	2685311	VIBRAMOUNT	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8923		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart c/o White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1153721-0002		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		

CH \$65.00 2873079

Date:

09/28/2006

Total Attachments: 6

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TRADE MARK ASSIGNMENT

Dated as of 11 August 2006

between

AVON VIBRATION MANAGEMENT SYSTEMS LIMITED

and

CADILLAC RUBBER & PLASTICS, INC.

THIS ASSIGNMENT is made on the 11th day of August 2006 (this "Assignment")

BETWEEN:

- (1) Avon Vibration Management Systems Limited (company number 2676395) whose registered office is at HQ, Hampton Park West, Semington Road, Melksham, Wiltshire, SN12 6N (the "Assignor"); and
- (2) Cadillac Rubber & Plastics, Inc., a Michigan corporation (the "Assignee").

WHEREAS:

This Assignment is made pursuant to the Stock and Asset Purchase Agreement dated 19 May 2006 between Petrol Automotive Holdings, Inc. and Avon Rubber plc.

NOW, THEREFORE, IT IS AGREED:-

1 DEFINITIONS

1.1 In this Assignment:

"Trade Marks" means the registered trade marks and trade mark applications listed in the schedule to this Assignment.

2 ASSIGNMENT

2.1 In consideration of the payment of £1 (receipt of which is hereby acknowledged) the Assignor hereby assigns and transfers to the Assignee absolutely with full title guarantee all of its right, title and interest in and to the Trade Marks and all legal rights (including any unregistered and common law rights in any part of the world) and immunities (howsoever derived) attaching thereto including without limitation:

2.1.1 any copyright in the Trade Marks and all the goodwill of the Assignor's business connected with the use of, symbolised by or attaching to the Trade Marks;

2.1.2 the right to pursue or to terminate any pending trade mark application and to apply for, prosecute and obtain registered trade marks in the future in any country of the world in respect of trade marks the same as, or similar to, the Trade Marks; and

2.1.3 the right to sue for or to recover damages and other remedies in respect of any infringement of the Trade Marks, or for passing off or any similar cause of action in any jurisdiction, which may have occurred before the date of this Assignment.

3 FURTHER ASSURANCE

3.1 The Assignee shall be responsible, at its own cost and expense, for recording the assignments made under clause 2 above. The Assignor shall, at the request of the

Assignee in writing and at the Assignee's expense, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement the assignments provided for in this Assignment.

3.2 The Assignor:

3.2.1 shall at the Assignee's request and expense make available to the Assignee as soon as practicable after the date of this Assignment all files held by the Assignor relating to the applications for, prosecution of and renewal and maintenance of the Trade Marks, and shall at the written request of the Assignee request that any trade mark agent or attorney acting for the Assignor makes available to the Assignee at the Assignee's expense any such files held by the trade mark agent or attorney on behalf of the Assignor; and

3.2.2 shall, at the reasonable request of the Assignee and at the Assignee's expense, provide any assistance or co-operation reasonably necessary to the Assignee in connection with the conduct of any proceeding or other action taken in connection with opposition to the registration of or application to revoke any Trade Mark or in connection with any infringement or suspected infringement of the Trade Marks or to enforce any unregistered or common law rights assigned under clause 2 above,

provided always that the Assignor shall not be obliged to provide any assistance or co-operation as set out in clauses 3.2.1 and 3.2.2 above any later than 2 years after the date of this Assignment.

4 GENERAL

This Assignment may be executed in one or more counterparts each of which, when executed, shall constitute an original and all of which together shall constitute one and the same instrument.

5 GOVERNING LAW AND JURISDICTION

5.1 This Agreement shall be governed by and construed in accordance with English law.


5.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with this agreement.

IN WITNESS WHEREOF, each of the Parties has caused its corporate name to be hereunto subscribed by its officer thereunto duly authorized all as of the day and year first above written.

**AVON VIBRATION MANAGEMENT
SYSTEMS LIMITED**

By: 
Name: _____
Title: _____

CADILLAC RUBBER & PLASTICS, INC.

By: 

Name: Leland J. Richards

Title: President

NEWYORK 3674956 (2K)

TRADEMARK
REEL: 003398 FRAME: 0954

**SCHEDULE
THE TRADE MARKS**

Proprietor	Trade mark	Territory	Number	Grant or Filing Date	Class	Status
Avon Vibration Management Systems Limited	DURABUSH	European Union	1865518	16 December 2003	12	Registered
Avon Vibration Management Systems Limited	VIBRAMOUNT	European Union	1865666	8 May 2002	9, 12, 17	Registered
Avon Vibration Management Systems Limited	DURABUSH	United States of America	2873079	17 August 2004	12	Registered
Avon Vibration Management Systems Limited	VIBRAMOUNT	United States of America	2685311	11 February 2003	12	Registered

NEWYORK 5674956 (2K)