

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Lakin Manufacturing Corporation

- Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation- State: Illinois  
 Other \_\_\_\_\_

Citizenship (see guidelines) USAAdditional names of conveying parties attached?  Yes  No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) November 8, 2005

- Assignment                       Merger  
 Security Agreement            Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**Additional names, addresses, or citizenship attached?  Yes NoName: GKN Armstrong Wheels, Inc.

Internal

Address: 54536 AvenueStreet Address: P.O. Box 48City: ArmstrongState: IowaCountry: USAZip: 50514

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship Iowa  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

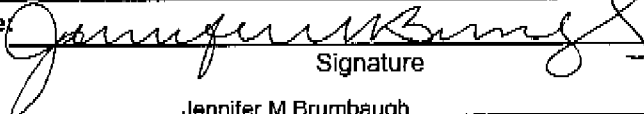
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2255307Additional sheet(s) attached?  Yes  No**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):****5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Jennifer M BrumbaughInternal Address: GN Driveline North America, Inc.Street Address: 3300 University DriveCity: Auburn HillsState: Michigan                      Zip: 48326-2362Phone Number: (248) 377-1200Fax Number: (248) 364-7716Email Address: Jennifer.Brumbaugh@gkndriveline.com**6. Total number of applications and registrations involved:**1**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_b. Deposit Account Number 07-1360Authorized User Name Jennifer M Brumbaugh**9. Signature:**

Signature

Oct. 16, 2006  
DateJennifer M Brumbaugh

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450**TRADEMARK****REEL: 003410 FRAME: 0822****700292061**

CH \$40.00 071360 2255307

## INTELLECTUAL PROPERTY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT ("Intellectual Property Agreement") is made and entered into as of November 8, 2005 ("Effective Date") by and between Lakin Manufacturing Corporation, an Illinois corporation (together with its successors and permitted assigns) ("Assignor"), and GKN Armstrong Wheels Inc., an Iowa corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated November 8, 2005 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all Intellectual Property (defined below) related to the Business, including, without limitation: (i) the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (collectively, the "Marks"); and (ii) the United States patents and patent applications set forth on Schedules B and C respectively attached hereto (collectively, the "Patents");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Assignor and Assignee hereby agree as follows.

### 1. Definitions.

- (a) The term "Intellectual Property" shall mean all of the following in any jurisdiction throughout the world: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works; (iv) registrations and applications for any of the foregoing; (v) trade secrets, confidential information, know-how and inventions; (vi) computer software (including but not limited to source code, executable code, data, databases and documentation); and (vi) all other intellectual property.
- (b) Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Asset Purchase Agreement.

### 2. Intellectual Property Conveyance.

Assignor hereby sells, assigns, transfers and sets over the entire right, title and interest in and to all Intellectual Property related to the Business including, without limitation, any registrations and applications therefor, any renewals, continuations, reissues and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment 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 Intellectual Property

Agreement had not been made, together with all income, royalties, damages and payments due or payable at the Closing or thereafter (including, without limitation, damages and payments for past or future infringements or misappropriations thereof), the right to sue and recover for past infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, that may be secured throughout the world and all copies and tangible embodiments of any such Intellectual Property, free and clear of all Liens other than Permitted Liens.

3. Further Assurances.

Assignor shall 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, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement 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 Intellectual Property related to the Business and this Intellectual Property Agreement; (iii) obtaining any additional intellectual property protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (iv) in the implementation, perfection or recording of this Intellectual Property Agreement in any and all applicable jurisdictions throughout the world.

4. Counterparts.

This Intellectual Property Agreement may be executed in any number of counterparts (including, without limitation, by facsimile or other electronic transmission), each of which shall be an original, and all of which together shall constitute one instrument.

\* \* \* \* \*

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

Lakin Manufacturing Corporation

GKN Armstrong Wheels Inc.

[Signature]

[Signature]

Name: \_\_\_\_\_

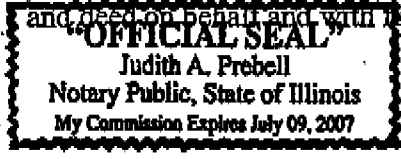
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILL )  
 ) SS.  
COUNTY OF Cook )

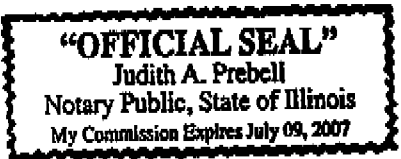
On this 7 day of Nov, there appeared before me LEWIS LAKIN, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of LAKIN MANUFACTURING CORPORATION.



[Signature]  
Notary Public

STATE OF ILL )  
 ) SS.  
COUNTY OF Cook )

On this 7 day of Nov, there appeared before me STEVEN McMULLIN, 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 GKN ARMSTRONGS WHEEL.



[Signature]  
Notary Public