

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
TI Group Automotive Systems LLC		03/07/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Walbro Engine Management LLC		
Street Address:	7400 N. Oracle Road		
Internal Address:	Suite 310		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	857046341		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78661094	W WALBRO	
Serial Number:	76668119	WALBRO	
Registration Number:	0938745	WALBRO	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3124568400		
Email:	silvermanh@gtlaw.com		
Correspondent Name:	Howard E. Silverman		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Greenberg Traurig, LLP - Suite 2500		
Address Line 4:	Chicago, ILLINOIS 606011732		
ATTORNEY DOCKET NUMBER:	018903.013100		

CH \$90.00 78661094

NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	06/29/2007

Total Attachments: 6

source=TI-Walbro Global Assignment of Registered Trade Marks and Trade Mark Applications#page1.tif

source=TI-Walbro Global Assignment of Registered Trade Marks and Trade Mark Applications#page2.tif

source=TI-Walbro Global Assignment of Registered Trade Marks and Trade Mark Applications#page3.tif

source=TI-Walbro Global Assignment of Registered Trade Marks and Trade Mark Applications#page4.tif

source=TI-Walbro Global Assignment of Registered Trade Marks and Trade Mark Applications#page5.tif

source=TI-Walbro Global Assignment of Registered Trade Marks and Trade Mark Applications#page6.tif

DATED 7 MARCH 2007

(1) TI GROUP AUTOMOTIVE SYSTEMS LLC

and

(2) WALBRO ENGINE MANAGEMENT LLC

**GLOBAL ASSIGNMENT OF REGISTERED
TRADE MARKS AND TRADE MARK APPLICATIONS**

**TI Automotive Ltd
Legal Department**

Ref: DL

GLOBAL ASSIGNMENT OF REGISTERED TRADE MARKS
AND TRADE MARK APPLICATIONS

DATE: 7 MARCH 2007

PARTIES:

1. **TI Group Automotive Systems LLC**, a limited liability company organized and existing under the laws of the state of Delaware whose principal place of business is 12345 East Nine Mile Road, Warren, Michigan, 48090, U.S.A. (the "Assignor"); and

2. **Walbro Engine Management LLC**, a limited liability company organized and existing under the laws of the state of Delaware, U.S.A. and having a principal place of business at 7400 N Oracle Road, suite 310, Tucson, Arizona, U.S.A. (the "Assignee").

RECITALS:

- (A) The Assignor or one of its affiliated companies is the registered proprietor of the trade marks, short particulars of which are set out in the schedule attached hereto (the "Schedule") which are registered in the United States of America and the Assignor or one of its affiliated companies is the applicant for the trade marks, short particulars of which are set out in the Schedule, in the territories indicated in the Schedule.

- (B) The Assignor has agreed to procure the assignment of the registered trade marks which are indicated in the Schedule (the "Trade Marks") and the benefit of the applications (the "Trade Mark Applications") to the Assignee.

TERMS AGREED:

1. Pursuant to certain purchase agreement(s) between the parties and/or their affiliates which provide for the payment of consideration, the receipt and

sufficiency of which the Assignor hereby acknowledges and wherein Assignor or one of its affiliates agreed to procure transfer of ownership to certain trade marks and trade mark applications, Assignor hereby assigns or shall procure the assignment to the Assignee free and clear of all liens and encumbrances the Trade Marks and all the benefit of the Trade Mark Applications to the intent that each Trade Mark and each registered trade mark granted pursuant to the Trade Mark Applications shall vest absolutely in the Assignee.

- 1.1 together with all the goodwill of the Assignor's Walbro engine management business in relation to which the Trade Marks are used and the Trade Mark Applications have been made; and
 - 1.2 together with the right (so far as the Assignor is able to assign (or procure the assignment of) such right) to sue for and obtain full and effective relief in respect of every act of infringement of the Trade Marks and Trade Mark Applications and of each registered trade mark granted pursuant to the Trade Mark Applications occurring prior to the date of this Assignment.
2. The Assignor warrants and represents that all renewal fees with respect to the Trade Marks have been paid when due.
 3. At the request and sole cost of the Assignee, the Assignor or one of its affiliates shall execute all such further documents, forms and authorisations and depose or swear any declaration or oath as may be required by the Registrar of Trade Marks or equivalent officer or which may, in the reasonable opinion of the Assignee, otherwise be necessary for absolutely vesting full right, title and interest in and to the Trade Marks and all the benefit of the Trade Mark Applications in the Assignee.
 4. The Assignee agrees with the Assignor to take all necessary steps and make all necessary payments promptly to record its interest in the Trade Marks in the relevant register of trade marks for each country in which the Trade Marks are recorded following the execution of this Assignment.

5. The construction, validity and performance of this Assignment shall be governed by the laws of the State of Michigan, USA, and to the extent applicable the federal laws of the United States of America, without recourse to the conflicts of laws provisions thereof. All disputes involving this Agreement shall be adjudicated exclusively in the Circuit Court for the County of Macomb, State of Michigan, or the U.S. District Court for the Eastern District of Michigan. Assignor and Assignee hereby acknowledge and consent to personal jurisdiction in the State of Michigan.

SCHEDULE
TRADE MARKS

Trademark Name	Mark No.	App Number	Reg Number	Trademark Status	Country Name	File Date	Reg Date	Notice Renewal Date	Class	Agent Name	Owner
W WALBRO (SLANTED DESIGN)	2682.501901	782667094		Pending	United States of America	29-Jan-2005			7 Int., 12 Int.		TI Group Automotive Systems, L.L.C.
WALBRO (WORD MARK)	2682.5008027	766688119		Pending	United States of America	16-Oct-2006			07 Int.		TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
WALBRO (WORD MARK)	2682.5008001	712088448	438745	Registered	United States of America	05-Apr-1971	25-Sep-1972	25-Jul-2012	23 NA, 7 Int.		TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.

DULY EXECUTED:

EXECUTED by)
TI Group Automotive Systems LLC)
acting by:-)

Director.....

Secretary.....



EXECUTED by)
Walbro Engine Management, LLC)
acting by:-)

Director.....

Secretary.....

