

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Raybestos Products Company       |  | 10/22/2007            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Brake Parts, Inc.  |                       |                       |
| <b>Street Address:</b>           | 4400 Prime Parkway   |                       |                       |
| <b>City:</b>                     | McHenry  |                       |                       |
| <b>State/Country:</b>            | ILLINOIS   |                       |                       |
| <b>Postal Code:</b>              | 60050  |                       |                       |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>      | 0422723  | RAYBESTOS             |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (248)566-8533  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 2485668532   |                       |                       |
| <b>Email:</b>                    | tmdocketing@honigman.com   |                       |                       |
| <b>Correspondent Name:</b>       | Jennifer Sheehan Anderson  |                       |                       |
| <b>Address Line 1:</b>           | 38500 Woodward Ave., Suite 100   |                       |                       |
| <b>Address Line 4:</b>           | Bloomfield Hills, MICHIGAN 48304   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 215407/113994 ASSIG - BPI  |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Jennifer Sheehan Anderson  |                       |                       |
| <b>Signature:</b>                | /Jennifer Sheehan Anderson/  |                       |                       |
| <b>Date:</b>                     | 10/23/2007   |                       |                       |

CH \$40.00 0422723

Total Attachments: 10

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of October 22, 2007, (the "Effective Date") is made by and between Raybestos Products Company a corporation of the State of Delaware with a principal address at 1204 Darlington Avenue, Crawfordsville, Indiana 47933, ("Assignor"), and Brake Parts Inc., a Delaware corporation, 4400 Prime Parkway, McHenry, Illinois 600050 ("Assignee").

WHEREAS, Assignor and Assignee are, among others, parties to that certain **Intellectual Property Purchase Agreement**, dated as of October 22, 2007 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "**Purchased Intellectual Property**" as defined in the Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the trademark registrations and applications for registration of trademarks identified and set forth on Schedule A (collectively, the "Trademarks") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States, and for all foreign countries that are or may be secured under the laws of the United States, and all foreign countries, 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 assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, any and all cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**Raybestos Products Company**

By: Curtis H. Short

Name: CURTIS H. SHORT

Title: SVP & CFO

State of ELIZABETH L. SOWERS  
**NOTARY PUBLIC STATE OF INDIANA**  
**MONTGOMERY COUNTY**  
County of MY COMMISSION EXP. JUNE 1, 2008

Sworn and subscribed to and before me this 22nd day of October, 2007 by ELIZABETH L. SOWERS [name], Director Human Resources [title] of Raybestos Products Company who is duly authorized to sign this document.

Elizabeth L. Sowers  
Notary Public

**BRAKE PARTS, INC.**

By: \_\_\_\_\_

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

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

State of Michigan :  
:ss  
County of Washtenaw :

Final

3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, any and all cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**Raybestos Products Company**

By: \_\_\_\_\_

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

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

State of \_\_\_\_\_ :  
:ss  
County of \_\_\_\_\_ :

Sworn and subscribed to and before me this 22nd day of October, 2007 by \_\_\_\_\_ [ name], \_\_\_\_\_ [title] of **Raybestos Products Company** who is duly authorized to sign this document.

\_\_\_\_\_  
Notary Public

**BRAKE PARTS, INC.**

By: *Patrick Manning Susan J. Stewart*

Name: PATRICK MANNING SUSAN J. STEWART

Title: DIRECTOR BUSINESS DEVELOPMENT  
ASSISTANT SECRETARY

State of Michigan :  
:ss  
County of Washtenaw :

Final


Sworn and subscribed to and before me this 22<sup>nd</sup> day of October, 2007 by PATRICK MANNING & SUSAN J. STEWART  
name], DIRECTOR BUSINESS DEVELOPMENT  
ASSISTANT SECRETARY [title] of Brake Parts, Inc., who is duly authorized to sign this  
document.

Siscelely M. Banks  
Notary Public

Siscelely M. Banks  
Siscelely G. Banks, Notary Public  
Washtenaw County, Michigan  
Acting in the County of Washtenaw  
My Commission Expires: 9/21/08

**Schedule A**

| <b>Country</b> | <b>Mark</b>          | <b>Appl No.</b> | <b>Appl. Dt.</b> | <b>Reg. No.</b> | <b>Reg. Dt.</b> | <b>Classes</b> | <b>Owner</b>               | <b>Renewal Date</b> |
|----------------|----------------------|-----------------|------------------|-----------------|-----------------|----------------|----------------------------|---------------------|
| Africa (OAPI)  | RAYBESTOS            | 88550           | 5/12/1998        | 39259           | 4/13/1999       | 12             | Raybestos Products Company | 5/12/2008           |
| Argentina      | RAYBESTOS            | 2244444         | 10/11/1999       | 1859108         | 1/23/2002       | 12             | Raybestos Products Company | 1/23/2012           |
| Australia      | Raybestos & Design   | 621829          | 2/3/1994         | 621829          | 2/3/1994        | 12             | Raybestos Products Company | 2/3/2011            |
| Austria        | Raybestos & Design   | 508/94          | 2/4/1994         | 152286          | 4/22/1994       | 12             | Raybestos Products Company | 4/22/2014           |
| Bolivia        | RAYBESTOS            |                 |                  | 52204-C         | 11/5/1991       | 12             | Raybestos Products Company | 11/5/2011           |
| Brazil         | RAYBESTOS            |                 | 6/26/1996        | 819333212       | 2/3/1999        | 7              | Raybestos Products Company | 2/3/2009            |
| Canada         | Raybestos & Design   | 1238162         | 11/22/2004       | TMA665099       | 5/29/2006       | 12             | Raybestos Products Company |                     |
| China          | Raybestos & Design   | 1012694         | 1/8/1996         | 1012694         | 5/21/1997       | 12             | Raybestos Products Company | 5/20/2007           |
| China          | RAYBESTOS in Chinese | 1197391         | 6/23/1997        | 1197391         | 8/7/1998        | 12             | Raybestos Products Company | 8/6/2008            |
| Colombia       | Raybestos & Design   | 6011086         |                  | 321666          |                 | 12             | Raybestos Products Company | 9/26/2016           |
| Croatia        | Raybestos & Design   | Z931883A        | 5/23/1993        | Z931883         | 12/5/1996       | 12             | Raybestos Products Company | 5/28/2013           |
| Czech Republic | Raybestos & Design   | 434326          | 2/10/2006        | 2833980         | 9/25/2006       | 12             | Raybestos Products Company | 2/10/2016           |

| Country       | Mark   | Appl No.   | Appl. Dt.  | Reg. No. | Reg. Dt.   | Classes   | Owner                        | Renewal Date |
|---------------|--|------------|------------|----------|------------|-----------|------------------------------|--------------|
| Ecuador       | RAYBESTOS  |            |            | 1456-96  |            | 12        | (Raybestos Products Company) | 10/25/20016  |
| Egypt         | Raybestos & Design   |            | 3/1/1994   | 90252    | 9/12/1997  | 12        | Raybestos Products Company   | 2/28/2014    |
| EU            | Raybestos & Design   | 782847     | 3/12/1998  | 782847   | 7/5/1999   | 7, 12, 17 | Raybestos Products Company   | 3/12/2008    |
| Finland       | Raybestos  | 199601168  | 3/4/1996   | 5/9/2462 | 4/15/2007  | 12        | Raybestos Products Company   | 4/15/2007    |
| Germany       | Raybestos & Design   | 39714711.2 | 4/4/1997   | 39714711 | 4/22/1997  | 12        | Raybestos Products Company   | 4/22/2007    |
| Greece        | Raybestos & Design   | 129581     | 7/27/1996  | 129581   | 09/17/1998 | 12        | Raybestos Products Company   | 76/27/2016   |
| Guinea Bissau | RAYBESTOS  |            |            | 05/0307  | 11/11/2005 | 12        | Raybestos Products Company   | 5/12/2008    |
| Honduras      | RAYBESTOS  | 6098-1996  | 06/6/1996  | 88243    | 7/17/2003  | 12        | Raybestos Products Company   | 7/17/2013    |
| Honduras      | RAYBESTOS  | 12144-1996 | 11/13/1996 |          |            | 12        | Raybestos Products Company   | Pending      |
| Hong Kong     | RAYBESTOS<br> |            | 4/14/1997  |          | 10/12/1998 | 12        | Raybestos Products Company   | 4/14/2014    |
| Hungary       | RAYBESTOS<br>Raybestos<br>Raybestos & Design   | M 96 0551  | 2/20/1996  | 105103   | 3/17/1988  | 12        | Raybestos Products           | 2/20/2016    |

Final



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|-------------|--------------------|-----------------|------------|---------------|------------|-----------|------------------------------|--------------|
| India       | RAYBESTOS          |                 |            | 613395        |            | 12        | Raybestos Products Company   | 12/6/2013    |
| Indonesia   | Raybestos & Design | D9807032        | 4/20/1998  | 438063        | 2/4/2000   | 12        | Raybestos Products Company   | 4/20/2008    |
| Iran        | RAYBESTOS          |                 |            | 7604157       |            | 12        | (Raybestos Products Company) | 6/28/2007    |
| Israel      | RAYBESTOS          | 143225          | 10/29/2000 | 143225        | 1/2/2002   | 12        | Raybestos Products Company   | 10/29/2007   |
| Jamaica     | RAYBESTOS          |                 |            | 29491         |            | 12        | (Raybestos Products Company) | 1/16/2015    |
| Japan       | RAYBESTOS          | H10-031482      | 4/14/1998  | 4280676       | 7/4/1999   | 12        | Raybestos Products Company   | 6/4/2009     |
| Jordan      | Raybestos & Design | 51589           | 10/11/1998 | 51589         |            | 12        | Raybestos Products Company   | 10/11/2015   |
| Kenya       | Raybestos & Design | T/00039870      | 7/21/1992  | 39870         | 8/28/1997  | 12        | Raybestos Products Company   | 7/21/2013    |
| Korea       | Raybestos & Design | 40-1999-0027600 | 7/28/1999  | 4004772770000 | 9/20/2000  | 12        | Raybestos Products Company   | 9/20/2010    |
| Malaysia    | RAYBESTOS          |                 |            | 92005333      |            | 12        | (Raybestos Products Company) | 8/1/2009     |
| Morocco     | Raybestos & Design | 41163           |            | 41163         |            | 7, 12, 17 | (Raybestos Products Company) | 6/3/2008     |
| New Zealand | RAYBESTOS          | 214569          | 11/20/1991 | 214569        | 11/20/1991 | 12        | Raybestos Products Company   | 11/20/2012   |

Final

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|--------------|--------------------|------------|------------|------------|-----------|-----------|------------------------------|--------------|
| Norway       | Raybestos & Design | 1991102443 | 5/13/1991  | 159265     | 9/16/1993 | 12        | Raybestos Products Company   | 9/16/2013    |
| Pakistan     | RAYBESTOS          | 190632     | 12/22/2003 |            |           | 12        | Raybestos Products Company   | Pending      |
| Panama       | Raybestos & Design | 60913      | 4/21/1992  | 60913      | 4/21/1992 | 12        | Raybestos Products Company   | 4/21/2012    |
| Paraguay     | Raybestos & Design | 12615/1994 | 4/7/1994   | 199406     | 2/1/1998  | 12        | Raybestos Products Company   | 2/1/2008     |
| Peru         | RAYBESTOS          |            |            | 12111      |           | 12        | (Raybestos Products Company) | 12/29/2014   |
| Philippines  | Raybestos & Design | 57482      | 8/14/1992  | 57482      | 3/24/1994 | 12        | Raybestos Products Company   | 3/24/2014    |
| Poland       | Raybestos & Design | 163810     | 9/3/1996   | 117084     | 1/10/2000 | 12        | Raybestos Products Company   | 9/3/2016     |
| Romania      | Raybestos & Design | 25322      | 0924/1991  | 1R019370   | 9/24/1991 | 12        | Raybestos Products Company   | 9/24/2011    |
| Saudi Arabia | Raybestos & Design | 45922      | 9/16/1998  | 504/54     |           | 12        | Raybestos Products Company   | 5/29/2008    |
| Singapore    | RAYBESTOS          |            |            | T99/11236F |           | 12        | (Raybestos Products Company) | 10/9/2009    |
| Slovenia     | RAYBESTOS          | 9370241    | 3/22/1993  | 9370241    | 2/9/1996  | 7, 12, 17 | Raybestos Products Company   | 3/22/2013    |
| South Africa | Raybestos & Design |            | 10/18/1995 | 1993/10660 | 2/8/1996  | 12        | Raybestos Products Company   | 11/12/2013   |
| Sudan        | RAYBESTOS          |            |            | 27409      |           | 12        | (Raybestos Products Company) | 4/4/2009     |

Final

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|---------------|---------------------------|-----------|------------|-----------|------------|---------|------------------------------|--------------|
| Switzerland   | Raybestos & Design        | 9598/1998 | 11/18/1998 | 461301    |            | 12      | Raybestos Products Company   | 11/18/2008   |
| Syria         | RAYBESTOS                 | 418766564 |            |           |            | 12      | (Raybestos Products Company) |              |
| Taiwan        | Raybestos & Design        | 86011270  | 3/10/1997  | 797758    | 3/1/1998   | 12      | Raybestos Products Company   | 2/29/2008    |
| Thailand      | RAYBESTOS                 | 389098    | 6/9/1999   | 112395    |            | 12      | Raybestos Products Company   | 6/8/2009     |
| Tunisia       | RAYBESTOS                 |           |            | EE 880645 |            | 12      | (Raybestos Products Company) | 11/2/2013    |
| Turkey        | Raybestos & Design        | 85/098506 | 10/18/1985 | 98506     | 10/18/1985 | 12      | Raybestos Products Company   | 10/2/2015    |
| United States | Raybestos & Winged Design | 71494360  | 1/5/1946   | 422,723   | 8/6/1946   | 12      | Raybestos Products Company   | 8/6/2016     |
| Uruguay       | RAYBESTOS                 | 232.263   | 4/22/1989  | 322.014   | 6/20/2000  | 12      | Raybestos Products Company   | 6/202010     |
| Venezuela     | RAYBESTOS                 |           |            | 158788    |            | 12      | (Raybestos Products Company) | 5/2/2014     |
| Zaire         | RAYBESTOS                 |           |            | 6763/98   |            | 12      | (Raybestos Products Company) | 8/6/2008     |
| Zimbabwe      | RAYBESTOS                 | 40/36     | 7/20/1936  | 40/36     | 7/20/1936  | 12, 17  | Raybestos Products           | 7/20/2008    |

Final

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|----------|-----------------------|----------|-----------|----------|----------|---------|----------------------------------|--------------|
| Zimbabwe | Raybestos &<br>Design | 265/98   | 3/5/1998  |          |          | 12      | Raybestos<br>Products<br>Company | Pending      |

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