

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
Neapco Inc.		06/30/2006	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Neapco, LLC		
Street Address:	740 Queen Street		
City:	Pottstown		
State/Country:	PENNSYLVANIA		
Postal Code:	19464		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1598188	NEAPCO	
Registration Number:	1319256	PDQ	
Registration Number:	1293922	DURA-SLIP	
Registration Number:	0519167	NEAPCO	
CORRESPONDENCE DATA			
Fax Number:	(312)984-3150		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3129843100		
Email:	trademarks@bfkn.com		
Correspondent Name:	Thomas M. Gniot		
Address Line 1:	200 West Madison Street, Suite 3900		
Address Line 4:	CHICAGO, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	NEAP-0004		
NAME OF SUBMITTER:	Thomas M. Gniot		

OP \$115.00 1598188

Signature:

/Thomas M. Gniot/

Date:

04/15/2008

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Neapco Inc., a Pennsylvania corporation ("Assignor"), Neapco, LLC, a Delaware limited liability company ("Assignee") and United Components, Inc., a Delaware corporation entered into that certain Asset Purchase Agreement dated of even date hereof (the "Purchase Agreement") pursuant to which Assignor agreed to sell, transfer, convey and assign the Purchased Assets, including the trademarks set forth on Exhibit A hereto (the "Trademarks"), to Assignee, and Assignee agreed to accept the Trademarks;

WHEREAS, Assignor's principal place of business is located at 740 Queen Street, Pottstown, Pennsylvania 19464;

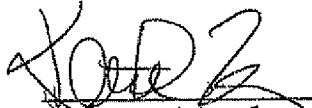
WHEREAS, Assignee's principal place of business is located at 740 Queen Street, Pottstown, Pennsylvania 19464; and

WHEREAS, all capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for and in partial consideration of the payment by Assignee of the Purchase Price, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign to Assignee the entire right, title and interest in, to and under the Trademarks and any registrations and applications for registration thereof, together with the entire business and goodwill of the business associated with and symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 30th day of June, 2006.

NEAPCO INC.

By: 
Name: Keith Zee
Title: Vice President

NEAPCO, LLC

By: _____
Name:
Title:

ASSIGNMENT OF TRADEMARKS

WHEREAS, Neapco Inc., a Pennsylvania corporation ("Assignor"), Neapco, LLC, a Delaware limited liability company ("Assignee") and United Components, Inc., a Delaware corporation entered into that certain Asset Purchase Agreement dated of even date hereof (the "Purchase Agreement") pursuant to which Assignor agreed to sell, transfer, convey and assign the Purchased Assets, including the trademarks set forth on Exhibit A hereto (the "Trademarks"), to Assignee, and Assignee agreed to accept the Trademarks;

WHEREAS, Assignor's principal place of business is located at 740 Queen Street, Pottstown, Pennsylvania 19464;

WHEREAS, Assignee's principal place of business is located at 740 Queen Street, Pottstown, Pennsylvania 19464; and

WHEREAS, all capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for and in partial consideration of the payment by Assignee of the Purchase Price, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign to Assignee the entire right, title and interest in, to and under the Trademarks and any registrations and applications for registration thereof, together with the entire business and goodwill of the business associated with and symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 30th day of June, 2006.

NEAPCO INC.

By: _____
Name:
Title:

NEAPCO, LLC

By: Larry E. Wetzel
Name:
Title: Exec. V. P.

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DURA-LUBED	2940329	April 12, 2005
NEAPCO (Graphic Type)	1598188	May 29, 1990
PDQ	1319256	February 12, 1985
DURA-SLIP	1293922	May 9, 1983
NEAPCO	0519167	December 27, 1949
NEAPCO & Design (Canada)	(Application No.) 121698800	May 17, 2004
NEAPCO (Canada)	TMA189139	March 9, 1973