

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
PPI Holdings, Inc.		05/02/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Precision Gear Holdings, Inc.		
Street Address:	2129 Austin Avenue		
City:	Rochester Hills		
State/Country:	MICHIGAN		
Postal Code:	48309		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3381836	PG	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212)446-4800		
Email:	hsmith@kirkland.com		
Correspondent Name:	Hayley Smith, Sr. Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	153 E. 53rd St.		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	PPI ASSIGNMENT (H. SMITH)		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		
Date:	05/13/2008		

CH \$40.00 3381836

Total Attachments: 3

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TRADEMARK ASSIGNMENT

5 This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of May 5, 2008 by PPI Holdings, Inc., a Delaware corporation ("Assignor"), in favor of Precision Gear Holdings, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark identified on Schedule A attached hereto, together with the goodwill associated therewith (the "Trademark");

WHEREAS, Assignee is a subsidiary of Assignor and operates that portion of the business of the Assignor to which the Trademark pertains;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and delivers to Assignee the entire right, title and interest in and to the Trademark, together with the goodwill of the business associated therewith, including, without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of any 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 Assignment had not been made, together with all income, royalties or payments due or payable after the date of this Assignment and thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, unfair competition, dilution or other unauthorized use of the Trademark, 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.

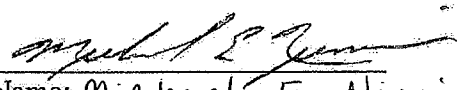
Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademark.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

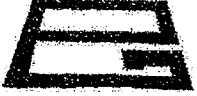
IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed and executed by the undersigned duly authorized officer as of the date first set forth above.

PPI HOLDINGS, INC.

By: 
Name: Michael E. Niemiec
Title: CFO and Secretary

SCHEDULE A

Trademark

Mark	Country	Reg. No.	Reg. Date	Owner of Record
PG Logo 	United States of America	3,381,836	12-February-2008	PPI Holdings, Inc.