

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United States Gear Corporation		11/18/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	AxleTech International, LLC		
Street Address:	3001 W. Big Beaver Road		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3279722	U S GEAR	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 876-7700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	233 S. Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	042103-0014		
NAME OF SUBMITTER:	Thomas J. Buettner		
Signature:	/tjb/		
Date:	11/18/2008		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of November __, 2008 (this "Trademark Assignment"), is made by United States Gear Corporation, an Illinois corporation ("Assignor") to AxleTech International, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November __, 2008 (the "Purchase Agreement"), with Heat Treat Corporation of America, an Illinois corporation ("Heat Treat" and, together with Assignor, "Sellers"), Mark Garfien, Barbara Garfien, Donald Garfield, Sharlene Garfield and, solely for the purpose as set forth in Section 1.4 of the Purchase Agreement, AXT Acquisition Holdings, Inc., a Delaware corporation and the indirect parent of Buyer;

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer to Assignee all right, title and interest in, to and under the Assigned Trademark (as hereinafter defined), including all goodwill associated therewith; and

WHEREAS, Assignee and Assignor desire to record the assignment set forth in this Trademark Assignment.

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby represents and warrants that it has adopted and used in commerce, and owns all right, title and interest in, to and under the trademark set forth on Schedule A attached hereto, including all goodwill associated therewith, together with all registrations and applications for registration thereof, all common law rights with respect thereto, and all rights to sue and recover for past, present and future infringement thereof (the "Assigned Trademark").
2. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in, to and under the Assigned Trademark, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Trademark, including, without limitation, all exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby assigns, transfers and conveys to Assignee, all goodwill symbolized by and associated with the Assigned Trademark. Assignee accepts such assignment, and assumes (and shall pay, perform and discharge when due) all obligations with respect to such Assigned Trademark from and after the date of this Trademark Assignment.

3. Assignor agrees to take such further action and to execute such additional documents as Assignee may request to carry out and fulfill the purposes and intent of this Trademark Assignment.
4. This Trademark Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Michigan without regard to the choice of law principles thereof.
5. To the extent any terms or provisions of this Trademark Assignment are in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.
6. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
7. The terms, covenants and conditions contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
8. Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this Trademark Assignment or any terms, covenants or conditions hereof, and all the terms, covenants and conditions contained in this Trademark Assignment shall be for the sole and exclusive benefit of such parties and their respective successors and assigns.
9. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows.]

Schedule A

Assigned Trademark

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
US GEAR AND DESIGN	3,279,722	August 14, 2007