

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/18/2008		
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:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77606027	TORQ-LINE AND DESIGN	
CORRESPONDENCE DATA			
Fax Number:	(202)295-1130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	rebecca.mcdougall@kattenlaw.com		
Correspondent Name:	Katten Muchin Rosenman LLP		
Address Line 1:	2900 K Street, NW		
Address Line 2:	Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007		
ATTORNEY DOCKET NUMBER:	320001.00016		
NAME OF SUBMITTER:	Rebecca E. McDougall		
Signature:	/Rebecca E. McDougall/		

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**TRADEMARK
 REEL: 004027 FRAME: 0878**

Date:

07/20/2009

Total Attachments: 1

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WHEREAS **United States Gear Corporation**, an Illinois corporation, having its principal office at 9420 S. Stony Island Avenue, Chicago, IL 60617 ("Assignor"), and AxleTech International, LLC, a Delaware limited liability company, having its principal office at 3001 W. Big Beaver Road, Troy, Michigan 48084 ("Assignee"), entered into a certain Asset Purchase Agreement dated as of November 18, 2008 (the "Purchase Agreement"), pursuant to which Assignor transferred, assigned and conveyed to Assignee all of its right, title and interest in the trademark "**TORQ-LINE**" and U.S. Trademark Application Serial No. 77/606,027 for that mark (the "Mark"); and

WHEREAS, **Assignee** is desirous of confirming its acquisition of and the transfer, assignment and conveyance of Assignor's entire right, title and interest in and to the said Mark, including the good will represented by the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto the Assignee, its legal representatives, successors, and assigns, all of Assignor's right, title and interest in and to said Mark, together with the entire goodwill associated with and symbolized by the Mark, together with all common law rights that Assignor may have therein, together with all rights and privileges granted and secured thereby, including any right Assignor may have to sue for all causes of action related to the Mark, and the right to sue in Assignee's own name and to recover for any damages and profits for past infringement, unfair competition or passing off, 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;

Assignor also hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these covenants and agreements, and that it will, at any time upon request without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writing and do such additional acts as said Assignee may deem necessary or desirable to perfect, secure, record, and register said Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind assigns and legal representatives of Assignor and inure to the benefit of the assigns and legal representatives of Assignee;

This assignment is effective *nunc pro tunc* (now as if before) as of November 18, 2008.

IN TESTIMONY WHEREOF, we have hereunto set our hands.

UNITED STATES GEAR CORPORATION

Date:

7/11/09

By:

Mark J. Jankovic

Title:

Pres