

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
GKN Sheepbridge Stokes Limited		08/17/2009	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	SAF-Holland, Inc.		
Street Address:	467 Ottawa Avenue		
City:	Holland		
State/Country:	MICHIGAN		
Postal Code:	49423		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77470612	INTEGRAL	
CORRESPONDENCE DATA			
Fax Number:	(616)957-8196		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	616-949-9610		
Email:	kcousineau@priceheneveld.com		
Correspondent Name:	Brian E. Ainsworth		
Address Line 1:	P.O. Box 2567		
Address Line 4:	Grand Rapids, MICHIGAN 49501		
ATTORNEY DOCKET NUMBER:	HOL001 T388		
NAME OF SUBMITTER:	Brian E. Ainsworth		
Signature:	/Brian E. Ainsworth/		
Date:	08/17/2009		

OP \$40.00 77470612

Total Attachments: 5

source=1256043#page1.tif

source=1256043#page2.tif

source=1256043#page3.tif

source=1256043#page4.tif

source=1256043#page5.tif

ASSIGNMENT AND LICENSE AGREEMENT

THIS IS AN AGREEMENT made this 17th day of August 2009, by and between SAF-Holland, Inc., a Michigan corporation, with offices at 467 Ottawa Avenue, Holland, Michigan 49423 (hereinafter "SAF-HOLLAND"), and GKN Sheepbridge Stokes Limited, a company incorporated under the laws of England and Wales, whose registered offices are at PO Box 55, Ipsley House, Ipsley Church Lane, Redditch, Worcestershire, B98 0TL, England (hereinafter "GKN");

—WHEREAS, GKN is the owner of all rights, title and interest in and to the INTEGRAL TRADEMARK for various products as set forth in U.S. Trademark Registration No. 3,110,759;

WHEREAS, SAF-HOLLAND is desirous of obtaining all conveyable rights, title and interest in the INTEGRAL TRADEMARK;

WHEREAS GKN is desirous of conveying all rights, title and interest it has in the INTEGRAL TRADEMARK to SAF-HOLLAND;

WHEREAS, on GKN assigning the INTEGRAL TRADEMARK to SAF-HOLLAND, SAF-HOLLAND is desirous of granting a license back to GKN to use the INTEGRAL TRADEMARK in accordance with the terms of this License Agreement;

NOW THEREFORE, in consideration of the foregoing premises, and other valuable consideration and mutual covenants set forth herein, the parties hereto agree as follows:

ARTICLE I – DEFINITIONS

1.1 The term "INTEGRAL TRADEMARK" as used herein shall mean all rights, title and interest in the trademark INTEGRAL in the United States, including any goodwill associated therewith, and including U.S. Trademark Registration No. 3,110,759 as owned by GKN and as registered for use in conjunction with motors for airplanes; motors for boats; electric motors for machines; starter motors; casings for machine motors; machine parts, namely cylinders, cylinder pistons, and cylinder liners; pistons and piston rings for machines, engines, and/or motors; valves and valve seat inserts being part of vehicles engines and agricultural machinery and parts thereof; motor parts for automobiles (Class 7); cylinders and cylinder liners for airplanes, boats and automobiles; vehicles, namely automobiles, motorcars, lorries, trucks, vans, aircrafts, and ships; motors for automobiles (Class 12); and repair and maintenance cylinders and cylinder liners,

being parts of machines, airplanes, boats, automobiles, lorries, trucks, and/or vans; repair and maintenance of parts and fittings of automobiles, airplanes, boats, and/or machines (Class 37).

ARTICLE II- CONVEYANCE

2.1 GKN hereby sells, assigns and transfers unto SAF-HOLLAND, its successors and assigns, the full and exclusive right, title, interest and goodwill of any associated business symbolized by the INTEGRAL TRADEMARK.

2.2 GKN hereby agrees to assign and transfer unto SAF-HOLLAND, its successors and assigns, the full and exclusive right, title and interest and goodwill of any associated business symbolized by the INTEGRAL TRADEMARK that may be obtained in the future immediately upon obtaining such rights, title, interest and goodwill.

2.3 To the best of GKN's knowledge and belief it owns and/or controls the right, title and interest to the INTEGRAL TRADEMARK, and that GKN is unaware, but having made no specific enquiry, of any claims against the validity, scope, value or usefulness of the INTEGRAL TRADEMARK and/or claims of infringement against the use of the INTEGRAL TRADEMARK but for the avoidance of doubt GKN does not represent or warrant that the INTEGRAL TRADEMARK is not subject to any such claim of validity or infringement.

2.4 SAF-HOLLAND represents that it is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation. SAF-HOLLAND has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of SAF-HOLLAND.

2.5 All representations and warranties made by SAF-HOLLAN in this Agreement or pursuant hereto shall survive the termination of this Agreement.

ARTICLE III- CONSIDERATION

3.1 SAF-HOLLAND hereby agrees to pay to GKN an amount of two thousand dollars U.S. (\$2,000) upon execution of this Agreement;

3.2 SAF-HOLLAND hereby agrees to pay to GKN an amount up to three thousand dollars U.S. (\$3,000) to reimburse GKN for attorney fees associated with the preparation and execution of this Agreement and filing of any necessary Assignment(s).

ARTICLE IV- LICENSE

4.1 SAF-HOLLAND hereby grants to GKN a worldwide, royalty-free, perpetual and exclusive license to offer those goods and services, as set forth in U.S. Trademark Registration No. 3,110,759, in the United States under the INTEGRAL TRADEMARK.

4.2 Except as provided for below, GKN hereby agrees that it will not sublicense any use of the INTEGRAL TRADEMARK to any third party without prior written approval from SAF-HOLLAND (such approval not to be unreasonably withheld). For the avoidance of doubt GKN may sublicense (without the consent of SAF-HOLLAND) the right to use the INTEGRAL TRADEMARK to such other members of the GKN group as is required by GKN from time to time.

ARTICLE V- TRADEMARK MAINTENANCE

5.1 SAF-HOLLAND will at its own expense maintain U.S. Trademark Registration No. 3,110,759 in connection with the INTEGRAL TRADEMARK, so long as GKN provides notice to SAF-Holland of continued use of the INTEGRAL TRADEMARK in U.S. commerce sufficient to maintain such registration. In the event that GKN no longer provides notice of such continued use then SAF-HOLLAND may let the U.S Trademark Registration No. 3,110,759, in connection with the INTEGRAL TRADEMARK, lapse but for the avoidance of doubt in no event will GKN be liable, at any time, for any renewal or maintenance fees, or any other costs, associated with the renewal or maintenance of the INTEGRAL TRADEMARK.

5.2 SAF-HOLLAND and GKN hereby mutually agree to cooperate and assist one another in maintaining the INTEGRAL TRADEMARK, including SAF-HOLLAND providing proper notice to GKN of pending trademark renewals, and GKN providing proper specimens and information necessary to maintaining the INTEGRAL TRADEMARK. For the avoidance of doubt GKN shall be under no obligation to incur any costs or fees in connection with the maintenance of the INTEGRAL TRADEMARK.

ARTICLE VI- TERMINATION

6.1 SAF-HOLLAND reserves the right to terminate this Agreement upon sixty (60) days written notice to GKN. SAF-Holland will at its own expense reassign and convey all rights,

title and interest in the INTEGRAL TRADEMARK to GKN should SAF-HOLLAND terminate this Agreement. SAF-HOLLAND may not terminate this Agreement under this clause while offering products and/or services in conjunction with the mark "INTEGRAL."

ARTICLE VII- MISCELLANEOUS

7.1 If at any time either party hereto should waive its rights due to any breach of any of the terms of this Agreement, such waiver shall not be construed as a continuing waiver of such breach or any other breach or breaches of this Agreement.

7.2 This Agreement contains the entire agreement between parties, and any prior agreement in connection with the subject matter hereof is hereby terminated and held to naught.

7.3 This Agreement shall be altered by the parties hereto only by a subsequent agreement or agreements, in writing, executed by the parties hereto.

7.4 The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions hereof. This Agreement and each paragraph, clause, subclause and provision or part hereof shall be read and construed so as to give full effect thereto, subject only to any contrary provision of law.

7.5 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.6 Any notice or communication given to SAF-HOLLAND hereunder shall be sent in writing to the following address:

SAF-Holland, Inc.
467 Ottawa Avenue
Holland, Michigan 49423

unless SAF-HOLLAND shall otherwise subsequently notify GKN in writing.

7.7 Any notice or communication given to GKN hereunder shall be sent in writing to the following address:

GKN Sheepbridge Stokes Limited
PO Box 55
Ipsley House
Ipsley Church Lane

Redditch
Worcestershire
B98 0TL

unless GKN shall otherwise subsequently notify SAF-HOLLAND in writing.

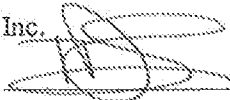
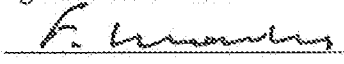
7.8 This Agreement shall inure to the benefit of and be binding respectively upon the heirs, successors and legal representatives of the parties hereto. Neither party shall assign, transfer or otherwise alienate its rights and obligations hereunder in whole or in part, without the prior written consent of the other party, such consent not being unreasonably held.

7.9 This Agreement shall be construed and performance hereunder determined in accordance with the laws of the State of Michigan, United States of America by a Michigan court.

7.10 The terms, conditions and provisions of this Agreement shall be maintained in confidence by and between the parties, their attorneys, tax advisors, and/or public accountants. No part of this Agreement shall be disclosed in any manner by any party to any other non-party without the prior express written consent of the other party, except pursuant to court order.

7.11 Each party shall be entitled to collect from the other party attorney's fees, court costs and related expenses arising from any legal action from any material misrepresentations that were made by the other party at the time of executing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date set forth below.

SAF-Holland, Inc.		GKN Sheepbridge Stokes Limited	
Signature	_____	Signature	
Name	<u>THOMAS STOLL</u>	Name	<u>FRANCIS MADONLETS</u>
Title	<u>V.P. TECHNICAL SVCS</u>	Title	<u>DIRECTOR</u>
Date	<u>17 AUGUST 2009</u>	Date	<u>17 AUGUST 2009</u>