

09-18-1998

IEET



MRD 9-3-98

TO THE HONORABLE COMMISSIONER
thereof.

100833484

Please record the attached original documents or copy

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Self Changing Gears Limited

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other: U.K. Limited Liability Company



09-03-1998

U.S. Patent & TMO/c/TM Mail RcptDt. #40

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):

Name: David Brown Engineering Limited
Internal Address:
Street Address: Park Road, Lockwood, Huddersfield
City: West Yorkshire HT4 5BD **Country:** United Kingdom

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State:
- Other: U.K. Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?
 Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)
February 25, 1998

4. Application number(s) or registration number(s):

- a. Trademark Application No(s):
- b. Trademark Registration No(s):
1,804,120

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Andrew H. Simpson
KNOBBE, MARTENS, OLSON & BEAR, LLP
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach **State:** CA **ZIP:** 92660

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 1

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Andrew H. Simpson
Name of Person Signing

Andrew H. Simpson
Signature

September 1, 1998
Date

40.00 \$

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Total number of pages, including cover sheet, attachments and document: 7

DATED

25 February

1998

(1) SELF CHANGING GEARS LIMITED

and

(2) DAVID BROWN ENGINEERING LIMITED

DEED OF ASSIGNMENT OF TRADE MARKS

WE CONFIRM THIS TO BE
A TRUE COPY OF THE
ORIGINAL.

Dibb Lupton Alsop
DIBB LUPTON ALSOP
DATE *20.12.98*

Hammond Suddards
Trinity Court
16 John Dalton Street
Manchester
M60 8HS
Tel: 0161-830-5000
Fax: 0161-830-5001

HAMMOND SUDDARDS

SOLICITORS

1. DEFINITIONS AND INTERPRETATIONS 1

2. ASSIGNMENT 1

3. COUNTERPARTS 1

4. GOVERNING LAW 2

THIS DEED OF ASSIGNMENT is made the 25 day of February 1998

BETWEEN



- (1) SELF CHANGING GEARS LIMITED (Company No. 2003533) whose registered office is at The Triangle, Walsgrave, Coventry, CD2 2SP ("The Assignor").
- (2) DAVID BROWN ENGINEERING LIMITED (Company No. 331925) whose registered office is at Park Road, Lockwood, Huddersfield, West Yorkshire, HT4 5BD ("The Assignee")

WHEREAS

- (1) Under the terms of the Acquisition Agreement, (as hereinafter defined), the Assignee (as hereinafter defined) has agreed to purchase from the Assignor (as hereinafter defined) certain of the Assets (as therein defined).
- (2) As provided in Clause 5.2.10 of the Acquisition Agreement, this Agreement sets out the terms on which the Trade Marks (as hereinafter defined) will be assigned to the Assignee.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, except where the context otherwise requires:

"Acquisition Agreement" means the sale and purchase agreement relating the sale of certain business assets of the Assignor made between the Assignor and the Assignee, of even date.

"Trade Marks" means all those trade marks and trade mark applications in the Schedule hereto.

1.2 Any references herein to the singular shall include the plural and vice versa.

1.3 Headings herein are for ease of reference only and shall not affect the construction of this Assignment.

1.4 Reference herein to Clauses, Recitals, and Schedules are to clauses, recitals and schedules of this Assignment, unless otherwise stated.

1.5 Save where specifically otherwise defined herein, terms defined in the Acquisition Agreement shall bear the same meanings herein.

2. ASSIGNMENT

2.1 Pursuant to the provisions of the Acquisition Agreement, the Assignor hereby assigns absolutely to the Assignee with full title guarantee the Trade Marks (free from all liens, charges and encumbrances), together with all goodwill therein wherever in the world, and to the intent that the Assignee shall be absolutely entitled to any registered trade mark granted on any of the registered trade mark applications together with the right to take action (including the right to recover damages) in respect of every act of infringement of any of the Trade Marks occurring prior to the date of this Assignment or any violation of any common law rights connected with any of the Trade Marks so transferred.

3. COUNTERPARTS

This Deed may be executed in any number of counterparts by the parties, each of which when executed and delivered shall constitute an original and all of which shall together constitute one and the same instrument, but this Deed shall not be effective until each party has executed at least one counterpart.

4. GOVERNING LAW

- 4.1 This Agreement shall be governed and construed in accordance with the laws of England and the parties hereto shall submit to the non exclusive jurisdiction of the English Courts.

SCHEDULE 1
THE TRADE MARKS

Trade Mark No.	Territory	Description	Specification
887329	UK	PARADRIVE	Class 7.
1372548	UK	SCG Logo	Gears, axle assemblies; gearing; transmission; transmission control apparatus and instruments; power transmission apparatus and instruments; drives and drive chains; torque converters; parts and fittings for all the aforesaid goods; all included in Class 7.
1372549	UK	SCG Logo	Gears, axle assemblies; gearboxes; gearing; transmissions; transmission control apparatus and instruments; power transmission apparatus and instruments; drives and drive chains; torque converters; parts and fittings for all of the aforesaid goods; all included in Class 12.
1804120	US	SCG Logo	Industrial machine parts, namely, gears; axle assemblies; gearing; transmission; mechanical transmission controls; drives and drive chains; torque converters; bearings; seals; gaskets and shafts for all of the aforesaid goods, in Class 7 and land vehicle parts; namely, gears; axle assemblies; gearboxes; gearing; transmission; transmission control; drives and drive chains; torque converters; bearings; seals; gaskets and shafts for all of the aforesaid goods in Class 12.

IN WITNESS whereof the parties hereto have executed this licence the day and year first above written.

~~EXECUTED~~ (but not delivered until the date hereof) AS A DEED by

~~SIGNED~~ by _____ duly)
~~authorised~~ representative of SELF)
CHANGING GEARS LIMITED in the)
presence of:

Director: DJ Hoyle

Secretary: M Angley

~~EXECUTED~~ (but not delivered until the date hereof) AS A DEED by

~~SIGNED~~ by _____ duly)
~~authorised~~ representative of DAVID)
BROWN ENGINEERING LIMITED)
in the presence of:

Director: [Signature]

Secretary: Linda Appleby