

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Dyngear, Inc. (Illinois Corp.)

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: December 20, 2002

2. Name and address of receiving party(ies)

Name: Cloyes Gear and Products, Inc.

Internal

Address: _____

Street Address: 1611 West Walnut

City: Paris State: AR Zip: 728

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- Other

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) & address(es) attached? Yes No

OFFICE OF FIDELITY RECORDS
2003 JAN -3 AM 9:23
FINANCE SECTION

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

A. Trademark Application No.(s) 75/804,036
74/705,128

B. Trademark Registration No.(s) 1,995,236; 2,048,666
2,054,006; 2,068,437; 2,113,321; 2,438,540

Additional number(s) attached Yes No

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

Name: Monica S. Verma

Internal Address: Baker & Hostetler LLP

Street Address: 3200 National City Center
1900 East 9th Street

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-0396

DO NOT USE THIS SPACE

9. Signature.

Monica S. Verma

Name of Person Signing

Signature

01/03/03

Date

8

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/08/2003 TDIAZ1 00000229 020396 75804036

01 FC:8521 40.00 CH
02 FC:8522 175.00 CH

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of December 20, 2002 (this "Assignment") by and between Dynagear, Inc., an Illinois corporation ("Assignor"), and Cloyes Gear and Products, Inc., an Ohio corporation ("Assignee").

RECITALS:

WHEREAS, Assignor, has entered into that certain Asset Purchase Agreement dated as of December 20, 2002 (as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Purchase Agreement") providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of all of Assignor's right, title and interest in the Business Assets (as defined in the Purchase Agreement), including the Intellectual Property (as such term is defined in Section 1 of the Purchase Agreement) pertaining thereto.

WHEREAS, Assignor has (i) adopted and registered certain trademarks and service marks described on Schedule A (collectively, the "Registered Trademarks"), (ii) adopted and used certain marks described on Schedule A hereto for which applications for registration are pending (the "Trademark Application"), (iii) adopted and used certain marks described on Schedule A hereto in common law capacity ("Common Law Marks"), and (iv) adopted, registered and used a certain domain name described on Schedule A (the "Domain Name", together with the "Registered Trademarks," "Trademark Applications" and "Common Law Marks," the "Trademarks").

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, the Trademarks, together with the goodwill symbolized by such Trademarks.

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

1. Trademark Assignment. Assignor hereby sell, assign, convey, grant and transfer unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the Trademarks in the United States its territorial possessions and in all foreign countries, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, together with the goodwill of the business carried on in connection with such Trademarks;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor have or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

(c) All of Assignor's right, title and interest in and to all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any Trademark, including, without limitation, the right to recover for past, present or future infringements of the Trademarks.

(d) All rights corresponding to the Trademarks throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurance.

(a) Assignor agrees that it shall promptly execute, acknowledge and deliver, further assignments, all papers, agreements, instruments, affidavits, notices and assurances as may be requested by Assignee to further effect and evidence the transactions contemplated hereby and as required or useful to apply for, maintain, issue and enforce the Trademarks.

(b) Assignor will, at any time upon request and without further consideration, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.

5. No Third-Party Beneficiaries. Nothing in this Assignment shall confer any rights upon any Person other than Assignor and Assignee and each such party's respective successors and permitted assigns.

6. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Purchase Agreement Governs. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment. Defined terms with initial capital letters that are used herein but not defined herein shall have the respective meanings, if any, set forth in the Purchase Agreement.


IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.

DYNAGEAR, INC.
("Assignor")

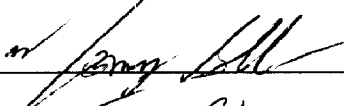
By: 

Name: R. McCann

Title: V.P. TRADEMARK

ATTEST: 
[Name, Title]

CLOYES GEAR AND PRODUCTS, INC.
("Assignee")

By: 

Name: Tony Blake

Title: VP Finance & Treasurer

ATTEST: 
[Name, Title]

STATE OF Illinois
COUNTY OF Cook }

SS:

On this 19th day of December 2002 before me appeared Jerry Blake the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

Marilyn Metz
Notary Public

My commission expires:

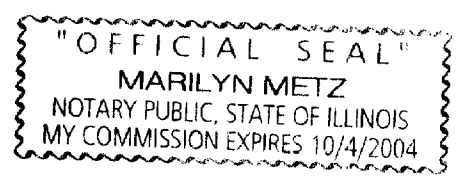


STATE OF Illinois
COUNTY OF Cook)
SS:

On this 19th day of December 2002 before me appeared Ray McCann the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

Marilyn Metz
Notary Public

My commission expires:



SCHEDULE A

Registered Trademarks

| Mark | Registration Number | Registration Date |
|---------------------|---------------------|-------------------|
| Dynagear, Inc. | 2,048,666 | April 1, 1997 |
| Stylized 'D' Design | 2,068,437 | June 10, 1997 |
| Stiffback | 1,995,236 | August 20, 1996 |
| Dyna-Roll | 2,113,321 | November 18, 1997 |
| DynaDrive | 2,054,006 | April 22, 1997 |
| Dynagear | 2,438,540 | March 27, 2001 |

Trademark Applications

| Mark | Application Number | Application Date |
|----------------------------|--------------------|--------------------|
| The Full Line Manufacturer | 74/705,128 | July 24, 1995 |
| Quick Adjust | 75/804,036 | September 21, 1999 |

Common Law Trademarks

Dynagear
Dynagear de Mexico (subject to Permitted Licenses)
Dynagear Oil Pumps

Domain Name

Dynagear.com

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**BAKER
&
HOSTETLER** LLP
COUNSELLORS AT LAW

3200 NATIONAL CITY CENTER • 1900 EAST 9TH STREET • CLEVELAND, OHIO 44114-3485 • (216) 621-0200 • FAX (216) 696-0740

MONICA S. VERMA
WRITER'S DIRECT DIAL NUMBER (216) 861-7370
E-MAIL: MVERMA@BAKERLAW.COM

January 3, 2003

VIA EXPRESS MAIL **EL843537270US**

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of ten Assignments from Dynagear, Inc. to Cloyes Gear and Products, Inc.


Dear Madam:

Enclosed for recordation are documents evidencing the assignment of six trademark registrations and two trademark applications from Dynagear, Inc. to Cloyes Gear and Products, Inc.

Please withdraw the filing fee from our deposit account no. 02-0396. Two copies of the Recordation Form Cover Sheet are also enclosed.

Applicant hereby requests that the certificate of registration for the trademark application no. 75/804,036 be issued in the name of the assignee, Cloyes Gear and Products, Inc.

Sincerely,



Monica S. Verma

Enclosures

cc: Mr. M. Trevor Myers
Arthur H. Lundberg, Esq.

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RECORDED: 01/03/2003

TRADEMARK
REEL: 002645 FRAME: 0107