

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Federal-Mogul World Wide Inc. | | 12/31/2004 | CORPORATION: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | Sinterstahl Corp.-Powertrain | | |
| Street Address: | 5800 Wolf Creek Pike | | |
| City: | Dayton | | |
| State/Country: | OHIO | | |
| Postal Code: | 45426 | | |
| Entity Type: | CORPORATION: RHODE ISLAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2803187 | DENSIFORM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (412)918-1199 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 412-918-1100 | | |
| Email: | ipdocket@metzlewis.com | | |
| Correspondent Name: | Barry I. Friedman, Esq., Metz Lewis LLC | | |
| Address Line 1: | 11 Stanwix Street, 18th Floor | | |
| Address Line 4: | Pittsburgh, PENNSYLVANIA 15222 | | |
| NAME OF SUBMITTER: | Barry I. Friedman, Esq. | | |
| Signature: | /bif33695/ | | |
| Date: | 08/10/2005 | | |

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Total Attachments: 6
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INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT

FEDERAL-MOGUL WORLD WIDE INC., a Michigan corporation, FEDERAL-MOGUL CORPORATION, a Michigan corporation, and FEDERAL-MOGUL OPERATIONS FRANCE, a French corporation (the "Assignors"), own certain technology and intellectual property, including, but not limited to, Letters Patent, identified on Schedule A hereto (the "Intellectual Property").

Sinterstahl Corp. – Powertrain, a Rhode Island corporation (hereafter "Assignee"), having its principal office and place of business at 5800 Wolf Creek Pike, Dayton, OH 45426, is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee the Intellectual Property identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all works of authorship, text, graphics, drawings, plans, computer code and mask works, whether copyrightable or not; all trade secrets, confidential information, technical and non-technical know-how; and trademarks, service marks, trade dress, slogans, logos and other indicators of origin associated or utilized in conjunction with the Intellectual Property of Assignors as set forth in Schedule A together with any patent applications including the same for the United States and all foreign countries and any Letters Patent that may issue therefor in the United States and any foreign countries, together with all divisions, reissues, continuations, renewals, and extensions thereof including all priority rights under the International Convention associated therewith, and any trade or service mark registrations; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives.

Assignors agree that they, and their legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to them respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignors' successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

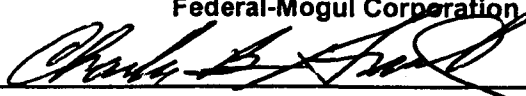
Assignors represent that with respect to their property identified in Schedule A, each has sole, exclusive, valid and unencumbered title to the Intellectual Property of Schedule A, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignors further agree to waive all rights and privileges to attack the utility, novelty or validity of any or all of any patents included in or which issue from said Intellectual Property or the validity of any copyrights, trademarks, or any other intellectual property rights associated with the Intellectual Property which Assignors have assigned as

against anyone claiming a right under any or all of the aforementioned rights under Assignors' assignment or grant.


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN TESTIMONY WHEREOF, Assignors have caused these presents to be signed.

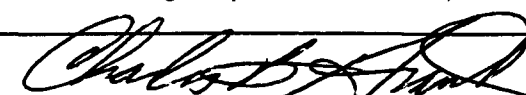
Federal-Mogul Corporation

By: 
Name: CHARLES B. GRANT
Title: Vice President
Date Signed: Dec. 31, 2004

Federal-Mogul World Wide, Inc.

By: 
Name: CHARLES B. GRANT
Title: Vice President
Date Signed: Dec 31, 2004

Federal-Mogul Operations France, SAS

By: 
Name: CHARLES B. GRANT
Title: Vice President
Date Signed: Dec 31, 2004

STATE OF Michigan)
)
COUNTY OF Oakland) SS

On this, the 31 day of December, 2004, before me, a Notary Public, the undersigned officer, personally appeared Charles B. Burt, who acknowledged himself to be the Vice President of Federal-Mogul World Wide, Inc., a Michigan corporation, and that as such officer, he duly executed the foregoing Technology Assignment for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christine E. Cusmano
Notary Public

My Commission Expires

STATE OF Michigan)
)
COUNTY OF Oakland) SS

CHRISTINE E. CUSMANO
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES Feb 8, 2008
ACTING IN OAKLAND COUNTY, MI

On this, the 31 day of December, 2004, before me, a Notary Public, the undersigned officer, personally appeared Charles B. Burt who acknowledged himself to be the Vice President of Federal-Mogul Corporation., a Michigan corporation, and that as such officer, he duly executed the foregoing Technology Assignment for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christine E. Cusmano
Notary Public

My Commission Expires

CHRISTINE E. CUSMANO
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES Feb 8, 2008
ACTING IN OAKLAND COUNTY, MI

STATE OF Michigan)
)
COUNTY OF Oakland) ss

On this, the 31 day of December, 2004, before me, a Notary Public, the undersigned officer, personally appeared Charles B. Brest who acknowledged himself to be the Vice President of Federal-Mogul Operations France, a French corporation, and that as such officer, he duly executed the foregoing Technology Assignment for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christine E. Cusmano
Notary Public

My Commission Expires

CHRISTINE E. CUSMANO
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES Feb 8, 2009
ACTING IN OAKLAND COUNTY, MI

**PATENTS
ISSUED PATENTS AND APPLICATIONS**

| Inventor/ PM Ref No. | Title | Application | US Serial No. | US Filing Date | US Patent No. | US Issue Date | US Exp. Date | US Status | Foreign Filings | Publication No. | H&H File | Expiry | Assignee |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------|-------------------|---------------------------|---------------|--------------|-----------------|------------------------------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R. Woolf, E. Riley/ 00200 | Method and Apparatus for Densifying Powder Metal Preforms | Densiform HE | 251163 | 2/17/1999 | 6,168,754 | 1/2/2001 | 2/17/2019 | US Active | PCT EPO DESIGNATED: BE FR DE GB IT ES | 2000/04098 A1 1101915 A1 | 71024-128 71024-129 | | Federal-Mogul World Wide, Inc. (in the US); Federal-Mogul Corporation (Foreign); Security Interest Granted to Wilmington Trust Co. by Federal-Mogul World Wide, Inc. |
| R. Woolf, J. Trasorras/ 00201 | Apparatus and Method for Roll Forming Gears | Densiform HRF | 297290 | 1/25/1999 | 6,151,941 | 11/28/2000 | 1/25/2019 | US Active | PCT EPO DESIGNATED: BE ES IT GB DE FR | 2000/43148 A1 1163064 A4 | 71024-130 71024-131 | | Federal-Mogul World Wide, Inc. (in the US); Federal-Mogul Corporation (Foreign); Security Interest Granted to Wilmington Trust Co. by Federal-Mogul World Wide, Inc. |
| R. Woolf, J. Trasorras/ 00202 | Apparatus and Method for Roll Forming Gears. Divisional app. Of (202-1) USSN 237290 filed 01/25/99 | Densiform HRF | 475725 | 12/30/1999 | 6,151,778 | 11/28/2000 | 1/25/2019 | US Active | PCT EPO AU | 2000/43148 A1 1163064 A4 2000/29721 A5 | N/A N/A N/A | | Federal-Mogul World Wide, Inc. (in the US); Federal-Mogul Corporation (Foreign); Security Interest Granted to Wilmington Trust Co. by Federal-Mogul World Wide, Inc. |
| R. Woolf, R. Parasawara/ 00203 | Method of Densifying the Wall of an Opening in a Powder Metal Preform | Densiform DB | 251535 | 2/17/1999 | 6,017,489 | 1/25/2000 | 2/17/2019 | US Active | PCT DE ES BE IT FR GB | 2000/00405 6007867 CO 1171255 913495.8 913495.8 913495.8 913495.8 | N/A 71024-428 71024-428 71024-429 71024-425 71024-427 71024-430 | | Federal-Mogul World Wide, Inc. (in the US); Federal-Mogul Corporation (Foreign); Security Interest Granted to Wilmington Trust Co. by Federal-Mogul World Wide, Inc. |
| R. Woolf/ 30184 | Apparatus and Method for Forming Powder Metal Gears + Densiform | Densiform HRF. Gear generation + Densiform | 985710 | 9/26/2001 | 6,517,772 | n/a | 9/26/2021 | US Active | PCT WO CA MX EP JP | 2003/26818 A1 02/28949 2461119 AA 2004/002812 2770502.9 2003-530442 | N/A 71024-109 71024-529 71024-530 71024-531 71024-535 | | Federal-Mogul World Wide, Inc. (in the US); Federal-Mogul Corporation (Foreign). |
| R. Woolf/ 30225 | Method of Producing Surface Densified Metal Articles | Densiform. Extension to multiple surfaces. | 10/941,838 | 1/14/2003 | 2004/0138858 7/15/2004 | n/a | n/a | US App. Pending | PCT | US03/41839 | 71024-450 | | Federal-Mogul World Wide, Inc. (in the US); Federal-Mogul Corporation (Foreign) |
| J. Trasorras, S. Niguruza/ 30354 | Powder Metal Clutch Races For One-Way Clutches & Method of Manufacturing | Densiform, One- Way Clutch Cams, Races and Plates. | 10/261,724 | 10/1/2002 | 2004/0082873 4/1/2004 | n/a | n/a | US App. Pending | PCT | US03/20227 | 71024-362 | | Federal-Mogul World Wide, Inc. (in the US); Federal-Mogul Corporation (Foreign) |
| J. Trasorras, E. Riley/ 30061 | Method & Apparatus for Densifying Powder Metal Gears | Densiform HE | 10/821,014 | 4/8/2004 | n/a | n/a | n/a | US App. Pending | None | 71024-403 | | | Federal-Mogul World Wide, Inc. (in the US); Federal-Mogul Corporation (Foreign) |
| Blanchard, Gueydan, Purnell/ P/3016 | Cam shaft assembly Method | | | | | | | | DE FR GB DE IT | 69003276 1068034 1068034 69903276.8-08 1068034 | N/A | | Federal-Mogul Operations France |
| Blanchard, Gueydan, Matherbe/ P/2568 | Process for Fitting at Least One Metal Piece Which has at least one Cylindrical Bore around a Metal Tube (Tool Joining Cam to Shaft) | | 155299 | 11/22/1993 | 5,504,995 | 4/9/1996 | | US Active | FR DE ES GB IT SWEDEN | 599751 69323945 C0 2129074 T3 599751 0599751 599751 | N/A | | Federal-Mogul Operations France |
| Gueydan/ P/3132 | Device for Holding Cams During Their Blinding on a Tube by Expansion of the Tube | | 425984 | 11/25/1999 | 6,387,140 | 4/9/2002 | | US Active | FR DE ES GB IT | 6967212 69605117 T2 2101405 T3 6967212 6967212 | N/A | | Federal-Mogul Operations France (US) Federal-Mogul Operations France (Foreign) |

TRADE SECRETS

| Case No. | Inventors | Title | Application | Filing Date | Owner |
|----------|-----------|----------------------------------------------------------------|-------------|-------------|---------------------------|
| 30874 | E. Riley | Ultra High Density Powder Metal Component with Fully Dense ... | Densiform | 8/25/2003 | Federal-Mogul Corporation |

TRADEMARKS REGISTRATIONS AND APPLICATIONS

| Word Mark | Country | Goods and Services | Serial No. | Filing Date | Registration No. | Registration Date | Status | Registrant & Owner |
|-----------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|------------------|-------------------|--------|--------------------------------|
| Densiform | United States | IC 7 Land vehicles parts, namely, cam shafts. IC 12 Land vehicle parts, namely, axle bearings, drive clutches, drive gears and sprockets. | 76378099 | 2/28/2002 | 2,803,187 | 1/8/2004 | Live | Federal-Mogul World Wide, Inc. |
| Densiform | Canada | | 1150135 | 8/19/2002 | 602,854 | 2/19/2004 | Live | Federal-Mogul Corporation |
| Densiform | Mexico | | 503108 | 8/27/2002 | 784,132 | 8/27/2002 | Live | Federal-Mogul Corporation |
| Densiform | Community Trademark | | 2818688 | 8/21/2002 | | | Filed | Federal-Mogul Corporation |