

TRADEMARK ASSIGNMENT

Electronic 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
DAYCO PRODUCTS, LLC		05/24/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FLUID ROUTING SOLUTIONS, INC.		
Street Address:	1955 Enterprise Drive		
City:	Rochester Hills		
State/Country:	MICHIGAN		
Postal Code:	48309		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3085173	GEN2	
CORRESPONDENCE DATA			
Fax Number:	(937)226-5916		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(937) 226-5725		
Email:	lori_kelley@mark-iv.com		
Correspondent Name:	Joseph V. Tassone		
Address Line 1:	1 Prestige Place		
Address Line 2:	Legal Department		
Address Line 4:	Miamisburg, OHIO 45342		
ATTORNEY DOCKET NUMBER:	GEN2		
NAME OF SUBMITTER:	Joseph V. Tassone		
Signature:	//joseph v. tassone//		

CH \$40.00 3085173

Date:

06/29/2007

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK
from Dayco to Fluid Routing Solutions, Inc.

This assignment agreement (this "Assignment") is entered into as of May 24, 2007 (the "Effective Date") by and between Dayco Products LLC ("Assignor"), and Fluid Routing Solutions, Inc. ("Assignee") (each individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, Assignor is the owner of the registered trademark listed on Schedule 1 hereto, and all related common law trademarks (the "Assigned Mark");

WHEREAS, pursuant to that certain Purchase Agreement by and between the Parties, among others, dated May 25, 2007 (the "Purchase Agreement"), Assignee has acquired all rights, title and interests in, to and under the Assigned Mark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and effective herewith, the Parties, intending to be legally bound, agree as follows:

Section 1. Assignment

In connection with the conveyance of those business assets to which the trademark pertains, Assignor does hereby assign, transfer, convey and set over unto Assignee, and its successors and assigns, its entire rights, title and interests, including, without limitation, common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Mark, together with the goodwill of the business symbolized by said Assigned Mark, including, without limitation, applications to register and registrations thereof, any renewal and extension rights therein, all other corresponding rights that are or may be secured under the laws of the United States and throughout the world, that portion of the business which is ongoing and existing to which the trademarks pertain, all rights in profits and damages for past and future infringements, and the exclusive right to enforce the Assigned Mark in the United States and throughout the world in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Representations; Warrants and Covenants

2.1 Representation and Warranty. Assignor hereby represents, warrants and covenants that it has the full right to convey the entire rights, title, and interests herein assigned, and that it has not executed and will not execute any assignment, sale, agreement or encumbrance in conflict herewith. Notwithstanding anything contained herein to the contrary, Assignor makes no representation or warranty that: (i) the Assigned Mark is valid or enforceable; or (ii) the Assigned Mark or Assignee's exercise of its rights granted under this Assignment do not or will not infringe the intellectual property or other rights of any third party.

2.2 Covenant. Upon Assignee's request, Assignor shall promptly execute and deliver to Assignee or its legal representative any and all papers or instruments and do such additional

acts as are required to maintain, enforce, vest or otherwise perfect title in the Assigned Mark in Assignee, or which may be necessary or desirable to carry out the purposes hereof.

2.3 Authority to Sign. Assignor represents and warrants for itself that it is duly authorized and has legal capacity to execute and deliver this Assignment. Assignor represents and warrants for itself that the execution and delivery of the Assignment and the performance of Assignor's obligations hereunder have been duly authorized and that the Assignment is a valid and legal agreement binding on Assignor and enforceable in accordance with its terms.

Section 3. Miscellaneous Provisions

3.1 Authorization. Assignors hereby authorize and request the U.S. Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration, to record the Assignee as the assignee and owner of the Assigned Mark.

3.3 Binding Effect. This Assignment shall be binding upon the successors, personal representatives, heirs, and permitted assigns of the Parties, and the name of a Party appearing herein shall be deemed to include the names of its successors and permitted assigns.

3.3 Copies. Each Party hereby agrees that all copies hereof shall be deemed full and formal equivalents of this assignment, consent to file, or like document, which may be required in any country or region for recordation and perfection purposes for any of the rights assigned, conveyed, transferred and otherwise set over herein.

3.4 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one agreement.

3.5 Order of Precedence. In case of any inconsistency, ambiguity, or conflict between the terms and conditions of this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, hereto through duly authorized representatives have executed this Assignment.

Assignor: DAYCO PRODUCTS, LLC

Signature: W.P. Montague

Date: May 24, 2007

Title: Chief Executive Officer

The above signature was notarized as follows:

State of: New York

County of: Erie

On this 24th day of May, 2007, before me personally came W.P. Montague to me personally known, known to me to be the person described in and who executed the foregoing assignment, and acknowledged to me that the execution of the same was a free act and deed.

Joann E. Eckert
Printed Name of Notary

Joann E. Eckert
Signature of Notary

Notary Seal:

Joann E. Eckert
Notary Public - State of New York
No. 01EC6066890
Qualified in Erie County
My Commission Expires 11/26/2009

Assignee: FLUID ROUTING SOLUTIONS, INC.

Signature: _____

Date: _____

Title: _____

The above signature was notarized as follows:

State of: _____

County of: _____

On this ____ day of _____, 2007, before me personally came _____ to me personally known, known to me to be the person described in and who executed the foregoing assignment, and acknowledged to me that the execution of the same was a free act and deed.

Printed Name of Notary

Signature of Notary

Notary Seal:

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, hereto through duly authorized representatives have executed this Assignment.

Assignor: DAYCO PRODUCTS, LLC

Signature: _____ Date: _____

Title: _____

The above signature was notarized as follows:

State of: _____

County of: _____

On this ___ day of _____, 2007, before me personally came _____ to me personally known, known to me to be the person described in and who executed the foregoing assignment, and acknowledged to me that the execution of the same was a free act and deed.

Printed Name of Notary Signature of Notary Notary Seal:

Assignee: FLUID ROUTING SOLUTIONS, INC.

Signature: *[Signature]* Date: 5/24/07

Title: Vice President

The above signature was notarized as follows:

State of: New York

County of: New York

On this 21st day of May, 2007, before me personally came David A. Blechman to me personally known, known to me to be the person described in and who executed the foregoing assignment, and acknowledged to me that the execution of the same was a free act and deed.

David P. Liebowitz *[Signature]* Notary Seal:
Printed Name of Notary Signature of Notary

DAVID P. LIEBOWITZ
Notary Public, State of New York
No. 01L5088432
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires Nov. 17, 2009

NYK 1099963-4.069914.0015

SCHEDULE 1

Assigned Mark

Mark	Country	Reg. No.	Reg. Date	Goods
GEN2	U.S.	3,085,173	4/25/06	Class 17, Hose made primarily of rubber for fuel and other fluid conveyance