

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dana Holding GmbH		03/09/2007	CORPORATION: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mahle Technology, Inc.		
<b>Street Address:</b>	23030 Haggerty Road		
<b>City:</b>	Farmington Hills		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48335		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2890341	U-FLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)594-0610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	248-594-0630		
<b>Email:</b>	tmdocketing@raderfishman.com		
<b>Correspondent Name:</b>	Michael D. Fishman		
<b>Address Line 1:</b>	39533 Woodward Ave.		
<b>Address Line 2:</b>	Suite 140		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	66781-0999		
<b>NAME OF SUBMITTER:</b>	Nivita Beri		
<b>Signature:</b>	/Nivita Beri/		
<b>Date:</b>	04/25/2008		

**CH \$40.00 2890341**

Total Attachments: 4

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## Trademark Assignment from Dana Holding GmbH

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "*Assignment*"), dated as of March 9, 2007, is entered into between and among Dana Holding GmbH, a limited liability company organized under the laws of the Federal Republic of Germany ("*Assignor*") and MAHLE Technology, Inc., a corporation organized under the laws of the State of Delaware ("*Assignee*").

WHEREAS, this Assignment is delivered pursuant to the Closing under the Stock and Asset Purchase Agreement (the "*Purchase Agreement*") dated as of December 1, 2006, between and among Dana Corporation, a corporation organized under the laws of the Commonwealth of Virginia and MAHLE GmbH, a corporation organized under the laws of the Federal Republic of Germany;

WHEREAS, capitalized terms used but not defined in this Assignment shall have the meaning ascribed to them in the Purchase Agreement;

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks included in the Purchased Intellectual Property owned by Assignor, including without limitation, those marks set forth on Schedule A hereto as well as the appurtenant goodwill (collectively, the "*Assigned Marks*"); and

WHEREAS, the Assigned Marks that were filed in the United States on an intent to use basis ("*ITU Marks*") are being transferred to Assignee with the ongoing and existing part of the Business to which those Trademarks relate.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, sets over and delivers to Assignee, Assignor's entire right, title and interest in and to the Assigned Marks and all associated goodwill (with the exception of the ITU Marks), the same to be held and enjoyed by Assignee, together with all income, royalties, damages or payments due on or after the date of this Assignment, including, without limitation, all claims for damages or payments by reason of infringement, dilution, misappropriation or other violation of the Assigned Marks ("*Violations*"), including the right to sue and collect damages for past Violations.

In the event of a conflict between this Assignment and the Purchase Agreement, the parties agree that the Purchase Agreement shall control.

**\*\*SIGNATURE PAGE FOLLOWS\*\***

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers, effective as of the date first written above.

**Dana Holding GmbH**

By: Mark Allen Fleischhauer  
Name: MARK ALLEN FLEISCHHAUER  
Title: ATTORNEY IN FACT

**MAHLE Technology, Inc.**

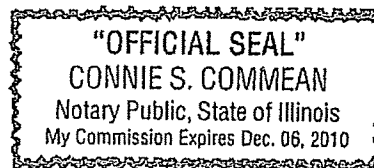
By: Gerhard Pietsch  
Name: GERHARD PIETSCH  
Title: ATTORNEY IN FACT

STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF COOK        )

On this 9 day of March, 2007, before me, Connie S. Commean (the undersigned notary) personally appeared Mark Allen Fleischhauer of **Dana Holding GmbH**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Connie S. Commean  
Notary Public

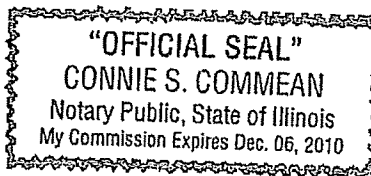


STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF COOK        )

On this 9 day of March, 2007, before me, Connie S. Commean (the undersigned notary) personally appeared Gerhard Pietsch of **MAHLE Technology, Inc.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Connie S. Commean  
Notary Public



**Schedule A**  
**Trademarks Assigned from Dana Holding GmbH**

Division	Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date
PCE	U-FLEX	United States of America	78/221697	3/5/2003	2890341	9/28/2004