

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metavation, LLC		09/09/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Dayco Products, LLC		
Street Address:	4500 South Garnett Road		
Internal Address:	Suite 500		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74146		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85660881	MADDO	
Serial Number:	85660872	FREQ	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	937-443-6600		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Susan M. Oiler		
Address Line 1:	10050 Innovation Drive		
Address Line 2:	Suite 400		
Address Line 4:	Dayton, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	444407-00001/AMI		
NAME OF SUBMITTER:	Susan M. Oiler		

TRADEMARK

Signature:	/Susan M. Oiler/
Date:	11/26/2013
Total Attachments: 7 source=Metavation_Assignment_to_Dayco_Products_LLC#page1.tif source=Metavation_Assignment_to_Dayco_Products_LLC#page2.tif source=Metavation_Assignment_to_Dayco_Products_LLC#page3.tif source=Metavation_Assignment_to_Dayco_Products_LLC#page4.tif source=Metavation_Assignment_to_Dayco_Products_LLC#page5.tif source=Metavation_Assignment_to_Dayco_Products_LLC#page6.tif source=Metavation_Assignment_to_Dayco_Products_LLC#page7.tif	

US INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), is made and entered into as of September 9, 2013 (the "Effective Date"), by and among Metavation, LLC, a Delaware limited liability company ("Assignor"), and Dayco Products, LLC, a Delaware limited liability company ("Assignee" and, together with Assignor, the "Parties"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee, among other parties, entered into that certain Asset Purchase Agreement, dated as of July 19, 2013 (as amended or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to all intellectual property and industrial property rights of every kind, including all (a) patents, patent applications, invention disclosures and all related continuations, divisionals, continuations-in-part, reissues, re-examinations, substitutions and extensions; (b) trademarks, service marks, trade names, service names, brand names, trade dress, logos, Internet domain names, and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof; (c) copyrights, copyrightable subject matter; (d) rights in computer programs (whether in source code, object code or other form), algorithms, databases, compilations and data; (e) trade secrets and all other confidential information, ideas, know-how, inventions, proprietary processes, formulae, models and methodologies; (f) rights in the foregoing and in other similar intangible assets; (g) applications and registrations for the foregoing; and (h) rights and remedies against past, present and future infringement, misappropriation or other violation thereof, in each case, owned or purported to be owned, licensed or primarily used, or held for use, by Assignor in connection with the Business, including those related to the Trademark "Metavation" and the Software programs known as "MADDO" and "FREQ", and the other items set forth on Exhibit A hereto, and, in each of the foregoing cases, as more fully set forth (and only to the extent provided) in the Purchase Agreement (the "Acquired Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

1. Assignment of Acquired Intellectual Property. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Acquired Intellectual Property, including the items set forth on Exhibit A hereto and the right to bring all past, present and future causes of action (in law or equity), claims or demands relating to the Acquired Intellectual Property and the right to seek, recover and retain any damages with respect thereto. Assignee hereby accepts the assignment, transfer, conveyance and delivery of the

Acquired Intellectual Property, including the items set forth on Exhibit A hereto and the right to bring all past, present and future causes of action (in law or equity), claims or demands relating to the Acquired Intellectual Property and the right to seek, recover and retain any damages with respect thereto.

2. Recordation. Assignor hereby requests and authorizes the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable governmental authority to record Assignee as the owner of the Acquired Intellectual Property assigned to Assignee hereunder, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in and to the same for the sole use and enjoyment of Assignee and its successors or other legal representatives. Assignee shall have the right to record this Agreement with all applicable governmental authorities so as to perfect its ownership of the Acquired Intellectual Property assigned to Assignee hereunder.
3. Terms of Purchase Agreement. This Agreement is made pursuant to, and is subject to the terms and provisions of, the Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, nothing contained herein shall be deemed to limit, restrict, expand or modify in any manner the rights, limitations, disclaimers and/or obligations of the parties under the Purchase Agreement (nor shall it be deemed to continue, restate, reaffirm, restore or resurrect any covenant, representation or other obligation of the Purchase Agreement which, by its terms, lapses at the Closing), and in the event of a conflict between the terms and provisions hereof and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.
4. Further Assurances. Each of the Parties shall execute and deliver, at the reasonable request of any other Party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.
5. Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement.
6. Successors and Assigns. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other parties hereto, and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the Parties hereto. Notwithstanding the

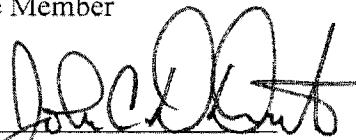
foregoing, Assignee may, without obtaining the consent of any Party hereto, assign any of its rights and/or obligations under this Agreement to any of its Affiliates (provided that if Assignee so assigns its rights or obligations hereunder, Assignee shall not be relieved of its obligations hereunder or under the Purchase Agreement or other Ancillary Agreement in respect or by virtue of any such assignment).

7. Governing Law; Consent to Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware in accordance with the laws applicable to contracts executed in such state (without giving effect to the principles of conflicts of Laws thereof). Without limiting any Party's right to appeal any Order of the Bankruptcy Court, the Parties agree that (a) the Bankruptcy Court shall retain sole jurisdiction over any legal action or proceeding with respect to this Agreement and Assignor. Each of the Parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or the transactions contemplated hereby; provided, however, that if the Bankruptcy Case have been fully and finally dismissed and/or the Bankruptcy Court declines jurisdiction, the Parties agree to and hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court sitting in Wilmington, Delaware.
8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile (or equivalent electronic transmission), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.
9. Severability. If any term or provision of this Agreement is found by any governmental entity to be illegal, invalid or unenforceable, then the Parties hereby waive such term or provision to the extent that it is found to be illegal, invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such term or provision will, to the extent allowable by law and the preceding sentence, not be voided or canceled but will instead be modified by such governmental entity so that it becomes enforceable and, as modified, will be enforced as any other term or provision hereof. All other terms and provisions hereof will remain in full force and effect and are to be construed in accordance with the modified term or provision as if such illegal, invalid or unenforceable term or provision had not been contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

METAVATION, LLC, Chapter 11
Debtor and Debtor in Possession

By Revstone Transportation, LLC, Its
Sole Member

By 
Name: John C. Didonato
Title: Chief Restructuring Officer

DAYCO PRODUCTS, LLC

By _____
Name: Edward R. Steele
Title: Vice President, Secretary,
Treasurer and Chief Tax Officer

[Signature Page to US Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

METAVATION, LLC

By _____

Name:

Title:

DAYCO PRODUCTS, LLC

By ER Steele

Name: Edward R. Steele

Title: Vice President, Secretary,
Treasurer and Chief Tax Officer

[Signature Page to US Intellectual Property Assignment Agreement]

Exhibit A

Patent or Application TITLE	Number	STATUS	
Method to Improve Adhesion Between Rubber & Metal (Grip-Lok)	6,358,349	Granted	US
Composite Damper Hub	6,875,113	Granted	US
Method to Improve Adhesion Between Rubber & Metal (Grip-lok II)	7,000,745	Granted	US
Composite Damper Hub (II)	7,197,959	Granted	US
Dual Action Tuned Absorber (DATA Damper)	7,905,159	Granted	US
As Cast Rubber Damper	7,802,492	Granted	US
Recessed Belt Damper	8,342,058	Granted	US
Compressed Hub Damper	8,397,602	Granted	US
Decoupled Damper	8,117,943	Granted	US
Decoupled Damper	8,091,450	Granted	US
Spoke Damper	11/838,072	Pending	US
Accessed Belt Damper	13/676,895	Pending	US
Vibration Damper with Variable Spacing Between Hub and Inertia Mass	13/463,392	Pending	US
Torsional Vibration Damper with Non-uniform Elastomer Profile	PCT/US2013/039220	Pending	PCT
Material Compensation Joint	61/809,692	Pending	US

Exhibit A

Trademarks

<u>MARK</u>	<u>U.S. Application No.</u>
MADDO	85,660,881
FREQ	85,660,872