

EXHIBIT A

Continuation Items

| COUNTRY CODE | PATENT NO. | FILE DATE/ SERIAL NO. | ISSUE DATE | TITLE |
|--------------|------------|--------------------------|------------|---|
| USA | 4,225,028 | 11/03/78 05/957,547 | 9/30/80 | Self-adjusting Release Mechanism with Adjustment |
| USA | 4,565,270 | 12/30/82 06/454,809 | 1/21/86 | Friction Clutch Convertible for either push-type or pull-type disengagement |

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS dated as of April 3, 1998 is by and between Lipe Corporation, a Delaware corporation ("Assignor"), and Haldex Midland Brake Corporation, a Delaware corporation ("Assignee").

RECITALS:

A. Assignor, Assignee and related parties have entered into that certain Asset Purchase Agreement dated as of the date hereof (as amended 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 the Assets (as such term is defined in Section 2.1 of the Purchase Agreement) which are owned by the Assignor.

B. Assignor has adopted, used and is using the patents which are listed in Exhibit A attached hereto (the "Patents") and which are registered in the United States Patent and Trademark Office as indicated in said Exhibit.

C. Assignor desires to acquire the full right, title and interest in and to the Patents and any and all registrations thereof whether current, pending, or expired.

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

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment of Patents. In accordance with Section 2.1.4 of the Purchase Agreement, said Assignor does hereby assign unto the said Assignee all right, title and interest in and to the Patents and all the registrations thereof, whether current, renewed or expired, together with the goodwill of the Business symbolized by the Patents.

3. Representations and Warranties. Assignor represents and warrants that:

(a) it is the sole record owner of any registrations for the Patents whether current, renewed or expired.

(b) it will take whatever actions and provide any information necessary, as reasonably determined by Assignee, to ensure that Assignee can register, renew registration, or file any documents necessary regarding the Patents assigned herein with the appropriate state or federal agencies or offices.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patents to be duly executed as of the date first written above.

LIPE CORPORATION

By: [Signature]

Title: Exec. Pres.

HALDEX MIDLAND BRAKE CORPORATION

By: [Signature]

Title: Director

WINSTON & STRAWN

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WRITER'S DIRECT DIAL NUMBER

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August 11, 1998

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington D.C. 20231
Attn: Patent Assignment Department

Re: Haldex/Lipe Corporation

Dear Commissioner:

Enclosed is an Assignment of Patents together with a check in the amount of \$80.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

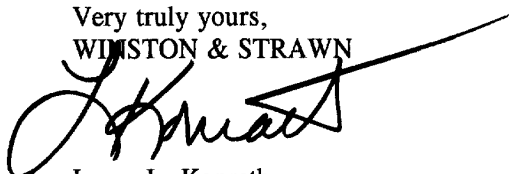
Please file the enclosed with the Patent Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK/nak
Enclosures

RECORDED: 08/17/1998

PATENT
REEL: 9375 FRAME: 0934