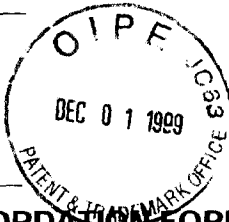


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RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name	Execution Date Month Day Year
Name (line 1) <input type="text" value="TECHCO CORPORATION"/>	<input type="text"/>
Name (line 2) <input type="text"/>	<input type="text"/>

Second Party

Name	Execution Date Month Day Year
Name (line 1) <input type="text"/>	<input type="text"/>
Name (line 2) <input type="text"/>	<input type="text"/>

Receiving Party

Mark if additional names of receiving parties attached

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

12/15/1999 DNGUYEN 00000223 08696010

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01 FC:581 280.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 010425 FRAME: 0865

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="08/696,010"/>	<input type="text" value="08/760,589"/>	<input type="text"/>	<input type="text" value="5,718,149"/>	<input type="text" value="5,845,532"/>	<input type="text" value="5,660,078"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,931,046"/>	<input type="text" value="5,802,919"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$


Method of Payment: Enclosed Deposit Account

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

J. JOHN SHIMAZAKI  DEC. 1, 1999

Name of Person Signing Signature Date

MANUFACTURING PATENT LICENSE AGREEMENT

THIS AGREEMENT is made this 22nd day of May, 1997, by and between TECHCO CORP. (hereinafter referred to as "TECHCO"), a corporation organized and existing under the laws of the State of New York, and having a post office address of 21421 Hilltop Street, Bldg. #3, Southfield, Michigan 48034, and FREUDENBERG-NOK GENERAL PARTNERSHIP (hereinafter referred to as "FNGP"), a corporation organized under the laws of Delaware, and having a post office address of 47690 East Anchor Court, Plymouth, Michigan 48170-2455.

WITNESSETH:

Whereas, TECHCO is the owner of two granted United States patent and other pending United States applications entitled Yoke Apparatus for Rack and Pinion, and

Whereas, FNGP is desirous of obtaining certain license rights under the Techco Patents (as defined below) to enable FNGP to manufacture devices and products pursuant thereto and to establish world-wide sales-marketing and distribution strategies for commercial applications therefor and TECHCO is willing to grant such rights;

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I - DEFINITIONS

For purposes of this Agreement, the following definitions of terms shall apply:

- 1.1 "Affiliate" shall mean any person other than a Parent or Subsidiary which is not a Competing Entity and which controls, is controlled by or is under common control with FNGP or in which FNGP directly or indirectly holds an ownership interest of twenty five (25%) percent or more.
- 1.2 "Competing Entity" shall mean any person (a) who is an automobile manufacturer or assembler, (b) who is a supplier of automotive steering systems or major components thereof or (c) any person controlling, controlled by or under common control with any person described in clause (a) or (b) of this Section 1.2; provided, that FNGP shall in no event be deemed a Competing Entity; and provided, further, that a Parent, Subsidiary or Affiliate which may otherwise fall within the scope of clauses (a), (b) or (c) above shall not be deemed a Competing Entity if such person is identified in writing to TECHCO (which writing shall specifically reference this Section 1.2 and contain other reasonable information regarding such person and its activities to permit TECHCO's reasonable evaluation of the circumstances) and if TECHCO shall not notify FNGP, for good cause identified in such objection provided within thirty (30) days thereafter, that TECHCO believes such Affiliate, Parent or Subsidiary to be a competitor within the scope of clauses (a), (b) or (c) above.

PATENT

REEL: 010425 FRAME: 0867

- 1.3 "Customers" shall mean those third party customers for the Licensed Products, either in series production or for evaluation thereof, and who have been identified to TECHCO.
- 1.4 "Improvements" shall mean all inventions, discoveries, techniques, systems, methods, processes, developments, enhancements and modifications that either party may hereafter solely or jointly with others acquire, discover, invent, make or have rights to, in whole or in part, with respect to the TECHCO Patents the practice of which would fall within the scope of a claim of any of the TECHCO Patents.
- 1.5 "Licensed Products" shall mean (i) all yoke apparatuses for rack and pinion and all other products and all components thereof encompassed by the claims in any one or more of the TECHCO Patents, (ii) any products that otherwise utilize processes, designs, methods or other matters encompassed within the scope of the TECHCO Patents, whether now in existence or hereafter developed, and (iii) all modified, improved and derivative versions thereof.
- 1.6 "Licensed Rights" shall mean the TECHCO Patents and Improvements to the extent covered by this Agreement pursuant to Article IV.
- 1.7 "Parent" shall mean Freudenberg and Company, NOK Corporation, any current general partner of FNGP (the same being direct or indirect wholly owned subsidiaries of Freudenberg and Company or NOK Corporation) and any person which is not a Competing Entity which becomes a general partner of FNGP after the date of this Agreement.
- 1.8 "Person" (whether or not capitalized) shall mean any corporation, company, partnership, limited liability company, proprietorship, individual or other legal person.
- 1.9 "Subsidiary" shall mean any person in which FNGP directly or indirectly holds an ownership interest of more than fifty (50%) percent.
- 1.10 "TECHCO Patents" shall mean (i) all patents and pending patent applications set forth in Exhibit I, as amended during the term of this Agreement, and all patents which may issue on such applications, and (ii) all divisions, reissues, continuations, renewals and extensions of any of the foregoing.
- 1.11 "Technical Assistance" shall mean a transfer of design software, documentation, technical discussions and/or training in system design and use of the design software to be given by TECHCO personnel to technically qualified personnel of FNGP concerning the TECHCO Patents.

1.12 "Technical Information" shall mean all proprietary engineering, software, methods of manufacture, applications, trade secrets, know-how or related proprietary information, now owned or hereafter acquired or controlled by TECHCO relating to Licensed Products.

1.13 The "Territory" shall mean the entire world.

ARTICLE II - LICENSE GRANT

2.1 TECHCO hereby grants to FNGP the exclusive world-wide right to practice, sublicense (on the terms and conditions set forth below) and use the Licensed Rights, including without limitation the exclusive right to manufacture, have manufactured, use and sell the Licensed Products in the Territory.

2.2 Insofar as the license granted pursuant to this Agreement is exclusive:

(a) TECHCO shall have no right to practice or use or license others to license or use any of the Licensed Rights or manufacture, have manufactured, use or sell any Licensed Products, except for research and development activities and as provided in Article IV. Without limiting the foregoing, TECHCO shall not manufacture, have manufactured, use or sell any steering systems incorporating any Licensed Products, excepting Licensed Products manufactured by FNGP, or license others to do so.

(b) FNGP agrees that it will actively and diligently exploit the Licensed Rights through the development of marketable and royalty bearing Licensed Products, the establishment of sales, marketing and distribution systems and staff, advertising and promotion, the construction or arrangement of manufacturing facilities and otherwise soliciting and attempting to solicit orders for Licensed Products.

2.3 Except as provided in this Section 2.3, FNGP shall have no right to sublicense (or otherwise sell, transfer or assign) any of the Licensed Rights (or any other right of FNGP under this Agreement) to any person without first obtaining TECHCO's written consent (which may be given or withheld in TECHCO's sole discretion).

(a) FNGP, after having first provided TECHCO with sixty (60) days prior written notice thereof, may sublicense any of its rights under this Agreement to any Parent, Subsidiary or Affiliate, other than a Competing Entity.

(b) FNGP may permit its Customers to assemble and incorporate the Licensed Products in other products or sub-assemblies and thereafter to sell such other products or sub-assemblies to other persons. FNGP will consult with TECHCO

from time to time regarding the scope of the activities contemplated to be performed by its Customers with respect to the Licensed Products. Without limitation of the foregoing, FNGP shall not, without the prior written consent of TECHCO, permit any Customer to manufacture Licensed Products, nor shall FNGP enter into a license or sublicense agreement regarding the Licensed Rights or Licensed Products with any Customer (including, but not limited to, any such agreement contained in such Customer's standard form of purchase agreement).

(c) FNGP shall have no right to sublicense (or otherwise sell, transfer or assign) any of the Licensed Rights (or any other right of FNGP under this Agreement) to a Competing Entity and any sublicense otherwise permitted under this Agreement (whether with or without the consent of TECHCO) shall by its terms terminate if the sublicensee shall become a Competing Entity.

(d) If FNGP enters into a sublicense permitted under this Agreement, then (i) FNGP shall report and pay to TECHCO royalties calculated on the basis described in Article V for any sales by such sublicensees, on a basis no less favorable to TECHCO than would apply if FNGP directly manufactured and sold such items, (ii) such sublicensee shall permit TECHCO access to its books and records on the same basis as agreed to by FNGP in Article V below (effective upon TECHCO's agreement in writing to observe the confidentiality provisions set forth therein with respect to such sublicensee), (iii) any such sublicense shall by its terms terminate if this Agreement shall be terminated, (iv) no such sublicensee shall have any rights to Technical Assistance under this Agreement unless otherwise agreed by TECHCO and (v) no such sublicense shall relieve FNGP or TECHCO of any of their respective obligations under this Agreement.

(e) Unless otherwise agreed in writing by TECHCO, any sublicense granted to a Parent, Subsidiary, Affiliate or Customer shall by its terms terminate if the sublicensee shall at any time cease to be a Parent, Subsidiary, Affiliate or Customer.

2.4 Without limitation of the obligations of FNGP described in Section 2.2(b) or in any other provision of this Agreement, FNGP agrees promptly to notify TECHCO in the event FNGP desires to terminate or otherwise materially reduce its commitment to the business of manufacturing and selling Licensed Products contemplated by this Agreement and agrees to provide to TECHCO a first right of negotiation with respect to the acquisition of such business line. Nothing in this Section 2.4 shall obligate either party to consummate such negotiations or, in the case of TECHCO, to consent to any other party's acquisition of such business line if FNGP and TECHCO are unable to reach an agreement regarding it.

ARTICLE III - REPRESENTATIONS AND WARRANTIES OF TECHCO AND FNGP

- 3.1 TECHCO represents and warrants to FNGP as follows: (i) it is the sole owner (free and clear of any liens, restrictions, claims or encumbrances of any kind) and has sole and exclusive possession of the TECHCO Patents, (ii) TECHCO has the right and authority to grant the license and rights herein granted to FNGP, (iii) to the best knowledge of TECHCO (which shall mean, for purposes of this Section 3.1, the present actual knowledge of William Weinstock or Ed Phillips, without investigation), there are no infringements of the Licensed Rights, the Licensed Rights do not infringe on or conflict with any proprietary rights of any third person, and there is no claim pending or threatened against TECHCO or any other person alleging such infringement, and (iv) all of TECHCO's documentation relating to the TECHCO Patents that has been or will be furnished to FNGP is and will be accurate. **Except as set forth above, TECHCO makes no representation or warranty whatsoever regarding the validity or scope of the TECHCO Patents, the commercial utility, salability, profitability, merchantability or fitness for a particular purpose of the Licensed Rights or any other matter and FNGP is relying solely upon its own due diligence and investigation for all such matters.**
- 3.2 FNGP represents and warrants to TECHCO that FNGP has the right and authority to enter into this Agreement.

ARTICLE IV - TRANSFER OF KNOW-HOW AND TECHNICAL INFORMATION AND IMPROVEMENTS

- 4.1 During a period of any five (5) work days mutually agreeable to TECHCO and FNGP, TECHCO shall provide Technical Assistance to FNGP on TECHCO premises at no cost to FNGP. Subsequently, Technical Assistance will be provided to FNGP employees on an as-needed basis at mutually acceptable times. If more than five (5) work days in any calendar year is required to provide Technical Assistance to FNGP, such assistance will be provided by TECHCO when mutually agreeable and on a mutually agreeable reasonable per diem charge to FNGP by TECHCO.
- 4.2 The parties agree to keep each other regularly and fully informed of all Improvements which become known or available to them and which they are not legally prevented from communicating to the other party.
- 4.3 In addition to the patents described on Exhibit I, TECHCO has identified under applicable treaties the jurisdictions of Brazil, Canada, Europe, Japan and Mexico as locations where patent applications may be filed, and all such action has been at TECHCO's expense. TECHCO shall at the request and expense of FNGP, but

in the name of TECHCO, file such other United States and foreign patent applications as FNGP shall reasonably request, including without limitation the filing of formal patent applications and the payment of applicable maintenance and examination fees in Brazil, Canada, Europe, Japan and Mexico, to protect FNGP's rights hereunder and shall use reasonable diligence to prosecute all such patent applications with counsel reasonably acceptable to FNGP. If TECHCO, independently of FNGP, develops Improvements to the Licensed Products, such Improvements shall be promptly disclosed to FNGP and any patents resulting therefrom shall be covered by this Agreement.

- 4.4 If an Improvement is developed as the result of inventive input from employees or agents of both TECHCO and FNGP and either party considers it desirable to obtain patent protection thereon, TECHCO shall have the right and obligation promptly to file a U.S. patent application, at its expense, covering the new technology and foreign patent applications, at FNGP's expense, covering the new technology in Brazil, Canada, Europe, Japan and Mexico and other jurisdictions elected by TECHCO. In the event that TECHCO elects not to file a patent application in any foreign jurisdiction, FNGP shall have the right, at its election and expense, to file foreign patent applications in any jurisdiction in which TECHCO does not file. TECHCO agrees to cooperate with the prosecution of any such FNGP application so filed and to sign any and all papers necessary to file and prosecute the application in the name and for the benefit of FNGP. Any patent granted to TECHCO and FNGP on such Improvement shall be covered by this Agreement and will be jointly owned by FNGP and TECHCO. FNGP agrees not to exercise any such rights of ownership (including but not limited to the right to license) during the term of this Agreement.
- 4.5 In the event that FNGP develops technology applicable to yoke and pinion apparatuses relating to the Licensed Rights, (a) FNGP shall provide notice of such Improvements to TECHCO for technical review prior to any such Improvements being released or used in the production of Licensed Products, and (b) if TECHCO wishes to utilize FNGP's technology in conjunction with other technology of TECHCO that TECHCO wishes to license to manufacturers of steering systems and major components of steering systems, FNGP and TECHCO will endeavor to negotiate a mutually satisfactory joint licensing arrangement on reasonable terms and conditions, including the condition that FNGP be the manufacturer of the yoke and pinion apparatuses used in such steering systems or major components; provided, however, if this Agreement is terminated by TECHCO under Section 6.4, FNGP agrees to grant and shall thereupon be deemed to grant to TECHCO a non-exclusive, royalty free, fully paid license to utilize any technology applicable to yoke and pinion apparatuses relating to the Licensed Rights developed or acquired by FNGP during the term of this Agreement. Any patents filed relating to such Improvements shall be the property

of FNGP and shall be prosecuted and maintained at FNGP's expense, unless the parties agree that such inventions shall be assigned to TECHCO, in which event such patents shall be covered by this Agreement.

- 4.6 FNGP shall label all Licensed Products with appropriate statutory notices of patent numbers.
- 4.7 If an invention is discovered as a result of inventive input from employees or agent of both TECHCO and FNGP relating to yoke apparatus for rack and pinion (or the mechanical purpose for which such yoke apparatus is presently used) which falls outside the scope of the claims of the TECHCO Patents, any patent granted to TECHCO and FNGP on such invention shall be covered by this Agreement and will be jointly owned by FNGP and TECHCO. FNGP agrees not to exercise any such rights of ownership (including but not limited to the right to license) during the term of this Agreement.

ARTICLE V - PAYMENTS AND REPORTS

- 5.1 FNGP shall pay to TECHCO an initial fee of Three Hundred Fifty Thousand Dollars (\$350,000) upon execution of this Agreement. Such payment shall be credited against the Royalties (as defined in the following paragraph) due and owing under this Agreement. FNGP shall also pay to TECHCO a fee of Two Hundred Thousand Dollars (\$200,000) upon FNGP's receipt of a binding, written production purchase order with respect to the Licensed Products (such initial payments aggregating to \$550,000 are referred to as the "Initial Payments"). The Initial Payments shall be credited against any royalties due and owing under this Agreement. No Royalties shall be due and payable under this Agreement until Royalties due and payable hereunder shall have exceeded the Initial Payments.
- 5.2 Royalties equal to Twenty Cents (20¢) (U.S.) shall be paid to TECHCO for each yoke apparatus (or comparable product) included in the Licensed Products manufactured and sold, net of returns, pursuant to this Agreement (whether such yoke apparatuses are custom, standard or otherwise). Royalties shall be payable to TECHCO in full within sixty (60) days of the end of the month in which customer billing for the corresponding sale occurred.
- 5.3 FNGP agrees to maintain proper books and records showing transactions subject to the payment of Royalties for a rolling period of three (3) years following such transactions. FNGP further agrees to submit with each payment of Royalties a written statement, certified by FNGP's chief financial officer, of FNGP describing the calculation of such Royalties in reasonable detail to permit TECHCO to reconcile such information with the requirements of this Agreement. FNGP agrees to permit independent certified public accountants engaged by TECHCO to

review and inspect the books and records of FNGP relating solely to such calculation at any reasonable time and upon reasonable notice to FNGP, and from time to time not to exceed twice per calendar year. Such review and inspection shall be at TECHCO's sole cost and expense, unless such review and inspection shall disclose a material understatement by FNGP of such Royalties, in which event the reasonable fees and expenses of such public accountants shall be borne by FNGP. All information obtained in connection with such review and inspection shall be held strictly confidential and shall not be disclosed by TECHCO or any of its officers, directors, employees or other representatives (including such independent accountants) or used by TECHCO or any of its officers, directors, employees or other representatives (including such independent accountants) for any other purpose, without the prior written consent of FNGP.

ARTICLE VI - TERM AND TERMINATION; CERTAIN REMEDIES; RIGHT OF FIRST REFUSAL

- 6.1 Unless sooner terminated, as provided for herein, this Agreement shall remain in effect from the date first above written for the life of the last to expire of the TECHCO Patents.
- 6.2 In the event that either party is prevented by law or governmental regulation or by fires, war, strikes or public calamities or other *force majeure* from performing, at any time during the term hereof, any obligation provided for herein, the lack of performance shall not be deemed to be a default or a failure on the part of such party and shall not give rise to any said claim, demand or cause of action.
- 6.3 In the event that a breach by TECHCO of any of its representations and warranties or covenants hereunder results in a material interference with FNGP's use and enjoyment of the Licensed Rights, FNGP shall be entitled to offset against future Royalties for the duration of such interference the amount of the damages suffered by it resulting from such interference. Such withholding shall be without limitation of or prejudice to any other remedies that FNGP may have under this Agreement and applicable law. **In no event shall FNGP have any claim against TECHCO for consequential damages, including lost profits.**
- 6.4 If FNGP shall fail to pay TECHCO any monies payable under the terms of this Agreement when and as the same shall become due and payable hereunder, or shall fail to keep or perform any other obligation, term or condition of this Agreement on the part of FNGP to be kept and performed hereunder, or shall be adjudged bankrupt or become insolvent or make an assignment for the benefit of creditors or be placed in the hands of a receiver, then in any such event, TECHCO may at its option either treat this Agreement as being in full force and effect and take proper steps to enforce the same, or by giving FNGP ninety (90) days written

notice of its intention to do so, specifying the default or failure complained of, to terminate this Agreement, said termination to be effective as of the end of said ninety (90) day period; provided, however, that FNGP shall have the right during said ninety (90) day period to make good the default or failure complained of and thereby maintain this Agreement in full force and effect. Without limitation of the foregoing, any Royalties not paid when due shall bear interest at one (1%) percent plus the "prime rate" (or similar rate) announced from time to time by NBD Bank (or any successor bank).

- 6.5 Termination hereof, however caused, shall be without prejudice to any rights TECHCO may have to recover monies accrued hereunder and unpaid at the date of termination, and except as qualified in this Article VI, neither party shall be prejudiced to recover from the other party for any breach by such other occurring prior to termination.
- 6.6 In the event of and concurrently with termination of this Agreement, however caused or brought about, and payment of all required amounts in connection with such termination as provided above, all rights of either party provided for hereunder shall cease and terminate, with the exception of the indemnification obligations set forth below, which shall survive for a period of five (5) years following such termination, the royalty free license (if any) described in the proviso to Section 4.5 and the joint licensing arrangement (if any) described in Section 4.5.

ARTICLE VII - THIRD PARTY INFRINGEMENT LITIGATION

- 7.1 Upon the discovery of any unauthorized use, infringement or other violation by a third party or parties of any of the TECHCO Patents, the party receiving such information will promptly notify the other party in writing of such unauthorized use, infringement or violation and the parties will cooperate in the investigation of such unauthorized use, infringement or violation. If the parties agree that an unauthorized use, infringement or other violation has occurred, the parties will cooperate in seeking and obtaining a formal opinion from mutually acceptable patent counsel confirming such unauthorized use, infringement or other violation and the parties thereafter will have the rights described in Sections 7.2 and 7.3. The fees and expenses of such patent counsel in rendering such opinion shall be borne by FNGP (but shall be recoverable to the extent described in Section 7.2).
- 7.2 FNGP shall have the right in the first instance, at its expense, to initiate and diligently pursue appropriate legal action or other proceedings as are needed to restrain and/or recover for any such unauthorized use, infringement or violation. TECHCO shall have the right, at its expense, to participate in any such suits or other proceedings. Any recovery obtained in any such suit or other proceeding

TECHCO, its subsidiaries, affiliates, successors and/or assigns, shall or may at any time sustain or incur arising out of, or by reason or in consequence of any act or omission of FNGP in the manufacture and/or sale of said Licensed Products.

8.3 In the event that any third party claims that the manufacture, use or sale of any of the Licensed Products infringes the rights of such third party, the party receiving notice of such claim will promptly notify the other party in writing of such claim and the parties will cooperate in the investigation of such claim. FNGP shall assume primary responsibility for the defense of such claim and for the duration of such assumption shall have the right to control the defense of the claim, provided, however, that FNGP shall have no authority to settle any such claim without the consent of TECHCO if such settlement requires or purports to require TECHCO to make any monetary payment, to transfer any property or any interest in property, to become subject to an injunction, to admit any wrongdoing or illegal act or to grant any license or other rights relating to the Licensed Rights or its other intellectual property. TECHCO agrees to assist FNGP in such defense by providing information and witnesses as needed and shall have the right to be represented by its own attorneys at its own expense. Each party shall bear its own costs and expenses of the defense of such claim. Any damages assessed in such claim shall be the responsibility (a) of FNGP, if arising out of an infringement claim based on manufacturing, design or other functions performed or materially controlled by FNGP under this Agreement (collectively, "FNGP Responsibilities") and (b) of FNGP and TECHCO equally (on a 50-50 basis), if arising out of an infringement claim based on the TECHCO Patents infringing the patent rights of a third party (collectively, "Joint Responsibilities"). FNGP covenants and agrees to indemnify and keep indemnified, to defend and to hold harmless and save TECHCO and its subsidiaries, affiliates, successors and/or assigns, and/or their shareholders, directors, officers, agents and/or employees from and against any and all such damages, of whatever type or nature, which TECHCO, its subsidiaries, affiliates, successors and/or assigns, and/or such other persons, shall or may at any time sustain or incur arising out of, or by reason or in consequence of any such claim for which FNGP is responsible (the same being the FNGP Responsibilities and FNGP's share of the Joint Responsibilities) and TECHCO covenants and agrees to indemnify and keep indemnified, to defend and to hold harmless and save FNGP and its Partners, Subsidiaries, Affiliates, successors and/or assigns, and/or their shareholders, directors, officers, agents and/or employees from and against any and all such damages, of whatever type or nature, which FNGP, its Parents, Subsidiaries, Affiliates, successors and/or assigns, and/or such other persons, shall or may at any time sustain or incur arising out of, or by reason or in consequence of any such claim for which TECHCO is responsible (the same being TECHCO's share of the Joint Responsibilities). In the event that FNGP shall fail to assume primary responsibility for the defense of such claim as above required, TECHCO may do

9.6 Notices of any actions provided for in this Agreement are to be in writing and shall be sent by recognized overnight courier service or confirmed telefax, in the case of TECHCO, to:

Techco Corp.
21421 Hilltop, Bldg. #3
Southfield, Michigan 48034
Telefax: 810-351-0075

and in the case of FNGP, to:

Freudenberg-NOK General Partnership
Attention: President
47690 East Anchor Court
Plymouth, Michigan 48170-2455
Telefax: 313-451-0116

9.7 This Agreement shall not create a joint venture, partnership or agency between the parties and shall not constitute either party as the legal representative or agent of the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

WITNESS:

[Handwritten Signature]

TECHCO CORP.

[Handwritten Signature]

William J. Weinstock
Chairman and Chief Executive Officer

WITNESS:

[Handwritten Signature]

FNGP-NOK GENERAL
PARTNERSHIP

[Handwritten Signature]

Joseph Day
President and Chief Executive Officer

EXHIBIT I

The following U.S. Patents and U.S. Patent Applications are subject to the Manufacturing Patent License Agreement, dated May 22, 1997, between Techco Corp. And Freudenberg-NOK General Partnership:

<u>Attorney Ref.</u>	<u>Patent Title</u>	<u>Serial No.</u>	<u>Status</u>
TNC-13102/08	Yoke Apparatus for Rack and Pinion	08/407,644 3/21/95	Granted Awaiting Printing
TNC-13103/08	Yoke Apparatus for Rack and Pinion	08/611,129 3/5/96	Granted Awaiting Printing
TNC-13402/08	Yoke Apparatus for Rack and Pinion	08/630,369 4/10/96	Pending
TNC-13403/08	Yoke Apparatus for Rack and Pinion	08/677,449 7/2/96	Pending
TNC-13404/08	Yoke Apparatus for Rack and Pinion	08/696,010 8/12/96	Pending
TNC-13405/08	Yoke Apparatus for Rack and Pinion	08/760,589 12/4/96	Pending
TNC-14018/08	Yoke Apparatus for Rack and Pinion	60/040,746 3/13/97	Pending
TNC-13452/08	Yoke Apparatus for Rack and Pinion	PCT/US97/05980 4/10/97	Pending