

PATENTS ONLY

02-25-2003
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Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Ferodo America, Inc.

2-2003

2. Name and address of receiving party(ies):

Name: **Federal-Mogul World Wide, Inc.**

Internal Address: _____

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: **26555 Northwestern Highway**

City: **Southfield** State: **MI** ZIP: **48034**

Execution Date: **August 11, 2000**

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

~~5,190,991~~

5,396,972

Additional numbers attached? Yes No

FINANCIAL SECTION
FEB 25 2003 11 7:30 AM
RECORDS

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **David J. Simonelli**

Internal Address: **Clark Hill PLC**

Street Address: **500 Woodward Avenue**

Suite 3500

City: **Detroit** State: **MI** ZIP: **48226**

6. Total number of applications and patents involved: **2**

7. Total fee (37 CFR 3.41):.....\$ **80.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

50-1759

(Attach duplicate copy of this page if paying by deposit account)

02/25/2003 ESCOPER 5199991 80.00 OP
01 FEB 2003

DO NOT USE THIS SPACE

9. 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.

David J. Simonelli, (Reg. No. 36,680)

February 13, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **2**

ASSIGNMENT BY SEPARATE INSTRUMENT

This Assignment and Acceptance Agreement (the "Agreement"), effective as of July 1, 1998, by and between Ferodo America, Inc. (the "Corporation"), a Michigan corporation and Federal-Mogul World Wide, Inc. ("FMWWI"), a Michigan corporation.

Recitals

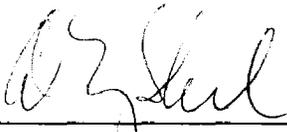
WHEREAS, the Corporation owns certain United States intellectual property; and

WHEREAS, the Corporation now desires to assign to FMWWI all of its United States intellectual property which are owned by the Corporation and FMWWI desires to accept such assignment in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the parties agree as follows:

1. The Corporation hereby assigns and transfers to FMWWI all of its United States intellectual property consisting of all trademarks used by the Corporation together with its patents and patent applications as shown on the attached Schedule A in consideration for 0.274 shares of FMWWI.
2. In consideration for such assignment, FMWWI hereby transfers to the Corporation 0.274 shares of its common stock, no par value.
3. The execution and delivery of this Agreement by each of the parties has been duly and properly authorized by proper corporate action of each of the parties.

FERODO AMERICA, INC.

By: 
Title: Secretary

FEDERAL-MOGUL WORLD-WIDE, INC.

By: 
Title: Secretary

ASSIGNMENT RESCISSION AND STOCK ADJUSTMENT AGREEMENT

This Agreement, effective as of January 15, 2001, by and between Ferodo America, Inc. (the "Corporation"), a Michigan corporation and Federal-Mogul World Wide, Inc. ("FMWWI"), a Michigan corporation.

Recitals

WHEREAS, FMWWI increased the number of its authorized shares of common stock from 100 to 100,000 on August 11, 2000;

WHEREAS, FMWWI desires to eliminate the fractional shares issued to the Corporation by way of a December 31, 1998 Assignment Agreement in favor of whole number shares in the same proportion of its outstanding stock, and to issue formal stock certificates to the Corporation for such whole numbers of shares;

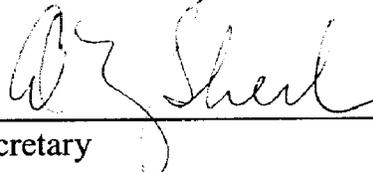
WHEREAS, the Corporation is willing to receive whole number shares of FMWWI stock in the same proportion and formal stock certificates therefore; and

WHEREAS, the parties entered into an Assignment by Separate Instrument Agreement on August 11, 2000 predicated upon these events, but now wish to rescind such agreement, based on mutual mistakes in the drafting of such agreement, in favor of this Agreement and the December 31, 1998 Assignment Agreement, executed contemporaneously herewith, which more accurately and completely reflect the original intent of the parties.

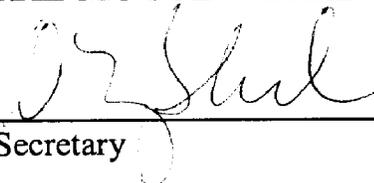
NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Upon mutual agreement and consent do hereby rescind the August 11, 2000 Assignment by Separate Instrument Agreement.
2. FMWWI hereby grants to the Corporation 16,736.274 additional shares of its common stock, no par value, bringing the total shares of FMWWI common stock now owned by the Corporation to 16,753 shares.
3. The parties hereby acknowledge and agree that the percentage of outstanding shares of FMWWI common stock owned by the Corporation remains unchanged by this Agreement at 16.753%, and that no new value is transferred by this Agreement.
4. The execution and delivery of this Agreement by each of the parties has been duly and properly authorized by proper corporate action of each of the parties.

FERODO AMERICA, INC.

By: 
Title: Secretary

FEDERAL-MOGUL WORLD-WIDE, INC.

By: 
Title: Secretary

SCHEDULE A

5,396,972
5,190,991