

06-12-2003



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reof

To the Hon
Please reco.

1. Name of Conveying Party(ies):
Federal-Mogul Carolina, Inc.

Additional name(s) of conveying party(ies) attached?
__ Yes __ No X

6-9-03

2. Name and address of receiving party(ies)
Name: Federal-Mogul World Wide, Inc.

Internal Address: _____
Street Address: 26555 Northwestern Highway

City: Southfield State: MI ZIP: 48034

Additional name(s) & address(es) attached: __ Yes X No

3. Nature of conveyance:
X Assignment __ Merger
__ Security Agt. __ Change of Name
__ Other _____

Execution Date: July 1, 1998

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date is: _____

A. Patent Application No.(s) B. Patent No(s). SCHEDULE A ATTACHED

Additional numbers attached: X Yes __ No

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

Name: Melinda B. Buurma

Internal Address: Howard & Howard Attorneys, P.C.

Street Address: 39400 Woodward Avenue, Suite 101

City: Bloomfield Hills State: Michigan Zip: 48304-5151

6. Total no. of applications and patents involved

OFFICE OF PUBLIC RECORDS
2003 JUN -9 PM 3:52
FINANCE SECTION

7. Total fee (37 CFR 3.41).....\$ 480

X Enclosed
____ Authorized to be charged to deposit account

8. Deposit account number:
08-2789
(Attach duplicate copy of this page if paying by deposit account)

06/11/2003 ECDOPER 00000067 5628577

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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.

Melinda B. Buurma
Name of Person Signing

Melinda B. Buurma
Signature

June 5, 2003
Date

Total number of pages including cover sheet, attachments and document: 3 PATENT

REEL: 014137 FRAME: 0975

SCHEDULE A

5,628,577 ✓
5,588,351 ✓
5,394,788 ✓
5,359,922 ✓
5,317,958 ✓
5,309,818 ✓
5,245,752 ✓
5,230,148 ✓
5,207,147 ✓
5,150,517 ✓
5,144,923
5,070,768

ASSIGNMENT BY SEPARATE INSTRUMENT

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

Recitals

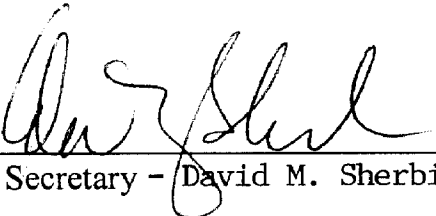
WHEREAS, the Corporation owns certain United States intellectual property; and

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.

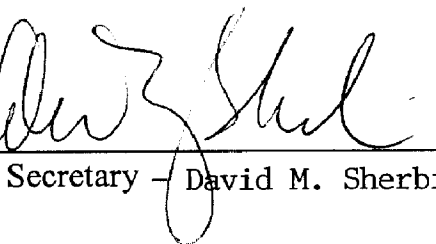
Now, therefore, for good and valuable consideration, the parties agree as follows:

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 2.407 shares of FMWWI.
2. In consideration for such assignment, FMWWI hereby transfers to the Corporation 2.407 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.

FEDERAL-MOGUL CAROLINA, INC.

By: 
Title: Secretary - David M. Sherbin

FEDERAL-MOGUL WORLD-WIDE, INC.

By: 
Title: Secretary - David M. Sherbin