

Form PTO-1595 (Rev. 6-93)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

PATENTS ONLY

Patent & Trademark Office

OMB No. 065-0011 (exp. 4/94)

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

<p>1. Name of conveying party(ies):</p> <p>Federal-Mogul World Wide, Inc</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>3. Name and address of receiving party(ies):</p> <p>Name: <u>Miba Bearings US, LLC.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>5037 North State Route 60</u></p> <p>City: <u>McConnelsville</u></p> <p>State: <u>Ohio</u></p> <p>Zip Code: <u>43756</u></p> <p>Country: <u>U.S.A.</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>2. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>August 28, 2001</u></p>	

4. Application number(s) or patent number(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). 6,510,726

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kristi L. Davidson, Esq.</u></p> <p>Internal Address: <u>Wood, Herron & Evans, L.L.P.</u></p> <p><u>2700 Carew Tower</u></p> <p>Street Address: <u>441 Vine Street</u></p> <p>City: <u>Cincinnati</u></p> <p>State: <u>Ohio</u></p> <p>Zip: <u>45202</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 33.41): <u>\$40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account if deficiencies occur</p> <p>8. Deposit Account number: <u>23-3000</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Kristi L. Davidson, Reg. No. 44,643
Name of Person Signing

Kristi L. Davidson
Signature

August 3, 2004
Date

Total number of pages including cover sheet, attachments, and document(s): 5

KAMIBA\02\assignment recordation cover.wpd

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Commissioner of Patents
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT

GH \$40.00 233000 6610726

EXECUTION COPY

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is between Federal-Mogul World Wide, Inc. ("FMWW") and MiBa Bearings US LLC ("Assignee").

WHEREAS, FMWW is the sole owner of all right, title and interest in and to U.S. Patent Application Serial No. 60/113,775 (the "Patent Application");

WHEREAS, FMWW, a certain FMWW affiliate and Assignee are parties to an Asset Purchase Agreement dated July 13, 2001 and as amended through the date hereof (the "Asset Purchase Agreement"); and

WHEREAS, FMWW wishes to grant, and Assignee wishes to obtain, all right, title and interest in and to the Patent Application, and any other of the Patent Properties (as defined below), on the terms set forth in this Agreement.

NOW THEREFORE, FMWW and Assignee agree that:

1. ASSIGNMENT

For no additional consideration other than that provided at the closing of the Asset Purchase Agreement, FMWW hereby sells, transfers and assigns to Assignee all right, title and interest in and to the Patent Application and any and all continuation, continuation-in-part, divisional, reissue, parent, and other patents and patent applications, and reexamination certificates, that claim in whole or in part the benefit of the filing date of, or that are based in whole or in part on, the Patent Application, and any and all foreign patents and patent applications that are counterparts of any of the foregoing (all of the foregoing, collectively, the "Patent Properties"), including all right, title and interest to sue and recover for past, present or future infringements by any third parties of any of the Patent Properties.

2. PATENT EXPENSES AND MAINTENANCE

With respect to the Patent Properties, Assignee shall not be responsible for any patent costs or expenses incurred by FMWW prior to the date of execution of this Agreement, and FMWW shall not be responsible for any such costs or expenses incurred after the date of execution of this Agreement. Assignee shall bear the burden and expense of any recordation of this Agreement or other documents evidencing this transaction.

3. ASSISTANCE AND EXECUTION OF FURTHER DOCUMENTS

FMWW agrees to cause to be executed and delivered without further consideration any further applications, assignments or other documents, furnished by Assignee and to perform such other lawful acts as Assignee may reasonably require to fully secure and/or evidence the rights or interests assigned hereunder or which is necessary to protect or enforce any of the Patent Properties.

4. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the successors and assigns of FMWW, Assignee, and their commonly owned or controlled entities.

5. SEVERABILITY

If any part of this Agreement is held void, the remaining parts will not be affected.

6. WAIVER

Any waiver of a breach by either party shall not be a waiver of any subsequent breach.

7. APPLICABLE LAW AND FORUM

This Agreement will be governed by the laws of the State of New York without regard to the choice of law rules thereof. The state and federal courts located in New York County, New York shall have exclusive jurisdiction over any action arising out of or related to this Agreement. The parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts over any such actions, and hereby waive any and all objections to such courts, including but not limited to objections based on personal jurisdiction, improper venue, and inconvenient forum.

8. MODIFICATIONS

This Agreement may be changed only by written amendment signed by both parties.

9. COMPLETE AGREEMENT

This Agreement, together with the Asset Purchase Agreement, contains the entire understanding between the parties in respect to its subject matter. This Agreement, together with the Asset Purchase Agreement, supersedes all previous agreements, oral or written, between the parties with respect to its subject matter. To the extent there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Federal-Mogul World Wide, Inc.
By: [Signature]
Name: Charles B. Grant
Title: Vice President
Date: August 2nd, 2001

Miba Bearings US LLC
By: _____
Name: Bernd Werkhausen
Title: President
Date: August __, 2001

STATE OF Michigan §
 §
COUNTY OF Macomb §

On this 2nd day of August 2001, before me personally appeared Charles B. Grant, known to me, who being duly sworn, did depose and say that he is Vice President of Federal-Mogul World Wide, Inc., described in the foregoing Agreement, and that the foregoing Agreement was made for the purposes and considerations so stated, and that he was authorized to act on behalf of the corporation in making such Agreement.

[Signature]
Notary Public:

CHRISTINE E. CUSMARD
My commission expires: Notary Public, Macomb County, MI
My Commission Expires Feb. 9, 2002
Acting in Oakland County, MI

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Federal-Mogul World Wide, Inc.

By: _____

Name:

Title:

Date: August __, 2001

Miba Bearings US LLC

By: Bernd Werkhausen

Name: Bernd Werkhausen

Title: President

Date: August 25, 2001

STATE OF NEW YORK §

§

COUNTY OF NEW YORK §

On this 25th day of August 2001, before me personally appeared Bernd Werkhausen, known to me, who being duly sworn, did depose and say that he is the President of Miba Bearings US LLC described in the foregoing Agreement, and that the foregoing Agreement was made for the purposes and considerations so stated, and that he was authorized to act on behalf of the corporation in making such Agreement.

Michele Auteri

Notary Public:

My commission expires:

MICHELE AUTERI
Notary Public, State of New York
No. 31-4856852
Qualified in New York County
Commission Expires April 14, 2007