

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Court Order Releasing Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Wilmington Trust Company	02/26/2002
RECEIVING PARTY DATA	
Name:	Truck-Lite Co., Inc.
Street Address:	310 East Elmwood Avenue
City:	Falconer
State/Country:	NEW YORK
Postal Code:	14733
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5260685
Patent Number:	4703400
Patent Number:	5388035
Patent Number:	5486991
CORRESPONDENCE DATA	
Fax Number:	(716)664-5606
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7166645600
Email:	docadm@bilickilaw.com
Correspondent Name:	The Bilicki Law Firm, P.C.
Address Line 1:	1285 North Main Street
Address Line 4:	Jamestown, NEW YORK 14701
ATTORNEY DOCKET NUMBER:	060.068500-REFINANCE
NAME OF SUBMITTER:	Carl A. Hjort, III, Esq.

CH \$160.00 5260685

Total Attachments: 30

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**PATENT  
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ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

FEDERAL-MOGUL GLOBAL INC.,  
T&N LIMITED, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 01-10578 (AMW)

Jointly Administered

**ORDER (i) APPROVING THE SALE OF THE SIGNAL-STAT LIGHTING PRODUCTS BUSINESS FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. § 363, AND (ii) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF AN EXECUTORY CONTRACT PURSUANT TO 11 U.S.C. § 365**

Upon consideration of the motion (the "Motion") of the debtors and debtors in possession in the above-captioned cases (the "Debtors") for entry of an order pursuant to sections 363(b) and 365 of the Bankruptcy Code<sup>2</sup> (i) approving the sale of substantially all of the assets of the Signal-Stat Business free and clear of liens, claims and encumbrances, and (ii) authorizing the assumption and assignment of the Assumed Executory Contract; and no higher bid having been timely presented in accordance with the Bidding Procedures Order; and it appearing that notice is adequate and sufficient under the circumstances; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that the relief requested herein is in the best interests of the Debtors, their estates and creditors; and it appearing that the sale of the assets for which approval is sought in the Motion represents an exercise of sound business judgment by the Debtors; and it appearing that Truck-Lite can fulfill all requirements under 11 U.S.C. § 365; and after due deliberation and sufficient cause appearing therefore; it is hereby

<sup>1</sup> The Debtors are listed in the concurrently filed Motion.

ORDERED, that the Motion is granted; and it is further

ORDERED, the terms and conditions and transactions contemplated by the Definitive Agreement between the Debtors and Truck-Lite, a true and correct copy of which is attached hereto Exhibit I, is approved in all respects, the sale of assets contemplated by the Definitive Agreement is authorized and directed pursuant to 11 U.S.C. § 363(b), and the assumption and assignment of the Assumed Executory Contract is authorized pursuant to 11 U.S.C. § 365; and it is further

ORDERED, that pursuant to 11 U.S.C. § 363(f) and subject in all respects to the terms and conditions of the DIP Facility and the order of this Court approving thereof, the assets shall be transferred to Truck-Lite free and clear of all liens, claims and encumbrances, with such liens, claims and encumbrances to attach to the proceeds of the sale in the order of their priority, with the same validity, force and effect which they now have as against the assets; and it is further

ORDERED, that the provisions of this Order causing the liens, claims and encumbrances to attach to or be enforceable against the proceeds of the sale (including any proceeds thereof) in the order of their priority with the same validity, force and effect which they now have as against the assets shall be self-executing, and no claimant shall be required to take any further action to perfect such liens, claims or encumbrances; and it is further

ORDERED, that the sale of the assets to Truck-Lite and the purchase of the assets by Truck-Lite constitute a sale and purchase in good faith and for fair value within the meaning

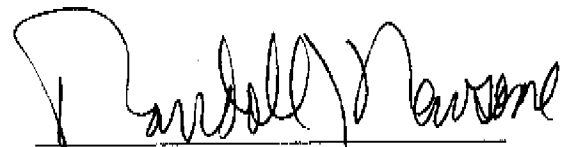
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<sup>2</sup> Capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Motion related hereto.

of 11 U.S.C. § 363(m), and Truck-Lite is entitled to all of the protections afforded by 11 U.S.C. § 363(m); and it is further

ORDERED, that the Debtors are authorized to assume and assign the Assumed Executory Contract.

Dated: 2/26, 2002

  
The Honorable Randall J. Newsome

**Exhibit 1**

## ASSET PURCHASE AGREEMENT

**Parties:** Federal-Mogul Corporation, a Michigan corporation, with headquarters located at 26555 Northwestern Highway, Southfield, Michigan 48034 ("FM"), Federal-Mogul Ignition Company, a Delaware corporation, with headquarters located at 26555 Northwestern Highway, Southfield, Michigan 48034 ("Ignition"), Federal-Mogul World Wide, Inc., a Michigan corporation, with headquarters located at 26555 Northwestern Highway, Southfield, Michigan 48034 ("FM World Wide" and, together with FM and Ignition, "Sellers" or, any of the Sellers individually, a "Seller") and Truck-Lite Co., Inc. ("Buyer"), a New York corporation.

**Date:** February 6, 2002

**Preamble:** Sellers operate a business which produces exterior lighting and power distribution products, principally for the heavy duty and commercial vehicle market at certain facilities located at Logansport, Indiana; Matamoros, Mexico; Brownsville, Texas; Juarez, Mexico; and El Paso, Texas (the "Facilities"). The aforesaid business operated by Sellers at the Facilities is known as Signal-Stat Lighting Products and is hereinafter referred to as "the Business". Sellers desire to sell certain assets used in the operation of the Business and, to the extent any of the assets are owned by any person or entity controlled, directly or indirectly, by Sellers or any partnership or limited liability company or joint venture in which Sellers or any such person or entity in which Sellers are a partner, member or venturer (an "Affiliate") Sellers shall cause each Affiliate to sell, and Buyer desires to purchase said assets, all on the terms and conditions hereinafter set forth.

**Consideration:** Mutual covenants of the parties as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

### ARTICLE I

#### THE ASSETS BEING PURCHASED AND SOLD

##### 1. Sale and Purchase of Assets.

1.1 Subject to the terms and conditions of this Agreement, at the closing of the transactions contemplated by this Agreement (the "Closing"), Sellers agree to (and Sellers shall, and cause each Affiliate to) sell, assign, transfer and convey to Buyer, and Buyer agrees to

acquire from Sellers (and, if applicable, any Affiliate) certain assets of Sellers or any Affiliate used in the operation of the Business, free and clear of any liens, mortgages, charges and encumbrances of any kind, nature and description whatsoever. The assets being sold or assigned are hereinafter referred to as "the Assets" and include the following:

- (a) All quantities of inventory, raw materials, work in process and finished goods, spare parts, stores and supplies (including aftermarket inventory) of the Business on hand at and in-transit to the Facilities, at third-party locations, and affiliated aftermarket distribution warehouses on the Closing Date (as defined herein) except for any raw material, work-in-process and finished goods located at the Sellers' facility in Logansport, Indiana (the "Inventory");
- (b) All machinery, equipment, test equipment, material handling equipment, tools, jigs, molds, patterns, gauges, dies, production fixtures and similar items (including certain mold presses located in the Logansport, Indiana facility) primarily used in or essential to the Business and listed on Schedule 1.1(b);
- (c) All licenses, permits, approvals, trademarks, trade names, service marks, copyrights, patents and all other properties, discoveries, patent applications, registrations and intellectual property rights identified on Schedule 3.1(i) and all common law rights to marks, names and copyrights used primarily in the Business (the "Intellectual Property") and all goodwill associated therewith;
- (d) All rights and interest in and to contracts, agreements and commitments (including purchase orders and equipment leases) entered into by Sellers in the ordinary course of business prior to the Closing Date as identified on Schedules 1.1(d) and 3.1(g)(i) which relate primarily to the Business excluding those contracts which are utilized by multiple divisions of the Sellers (the "Contracts");
- (e) All prepaid deposits, advances, and security deposits paid or received by Sellers prior to the Closing Date which relate to items identified on Schedules 1.1(d) and 3.1(g)(i); and
- (f) Records relating primarily to the Business, such as advertising, promotional and technical information currently in the files, or available to Sellers, warranty, service, export, import and licensing records, accounting records and customer and supplier lists and laboratory reports, inspection processes, blueprints, plant layouts, price lists and correspondence, regardless of the media in which they are stored.

1.2 Excluded Assets. Notwithstanding anything contained in this Agreement to the contrary, the following rights, properties and assets shall not be included in the Assets (the "Excluded Assets"):



- (a) Sellers' cash, cash equivalents, accounts receivable, notes and other receivables relating to the Business including accrued warranty and refund claims which relate to Sellers' operation of the Business prior to the Closing Date;
- (b) Any raw material, work-in-process and finished goods located at the Sellers' facility in Logansport, Indiana and any inventory located at Facilities or in-transit to the Facilities which is not produced or distributed as part of the Business;
- (c) All machinery, equipment, tools, jigs, patterns, dies, fixtures and similar items used in the Facilities which are not specifically identified on Schedule 1.1(b);
- (d) All land, buildings and leasehold improvements;
- (e) All licenses, trademarks, trade names, service marks, patents and all other properties and intellectual property rights which are not specifically identified on Schedule 3.1(i) and all goodwill associated therewith;
- (f) All rights and interest in and to contracts, agreements and commitments (including purchase orders and equipment leases) entered into by Sellers prior to the Closing Date which are not specifically identified on Schedule 3.1(g)(i) or in Schedule 1.1(d), including without limitation, those which are identified on Schedule 3.1(g)(ii) and those contracts which are utilized by multiple divisions of the Sellers, including, without limitation, the OTG Systems software license;
- (g) All prepaid deposits, advances, and security deposits paid by Sellers prior to the Closing Date which do not relate to items identified on Schedules 1.1(d) or 3.1(g)(i);
- (h) Any assets under any benefit plans covering any employees of the Business;
- (i) Any rights of Sellers under this Agreement;
- (j) Any corporate minute books, tax records, and other documents relating to the organization, maintenance and existence of Sellers as corporations;
- (k) Any rights to the name Federal-Mogul, Federal-Mogul Ignition or the Federal-Mogul logo or any other intellectual property of Sellers or any of their affiliates, registered or unregistered, used or unused, except as specifically identified in Schedule 3.1(i) or as provided in the Transition Services Agreement specified in Articles VII and VIII of this Agreement; and
- (l) Those other assets of Sellers used in the Facilities for operations and activities that are not part of the Business.

1.3 Consents and Authorizations. To the extent that the assignment of any contract to be assigned to Buyer pursuant to this Agreement shall require the consent of any other party, this Agreement shall not constitute a contract to assign the same, if an attempted assignment would constitute a breach thereof. Sellers will use their reasonable efforts and Buyer shall cooperate where appropriate and/or necessary, to obtain any and all consents to such assignment, provided such consents can be obtained for no consideration payable to the party from whom the consent is required by Sellers or Buyer. If any such consent is not obtained, Sellers shall cooperate with Buyer in any reasonable arrangement requested by Buyer designed to provide for Buyer the benefit, monetary or otherwise, of any such contract, including enforcement of any and all rights of Sellers against the other party thereto arising out of the breach or cancellation thereof by such other party.

## ARTICLE II

### PURCHASE PRICE AND OTHER PAYMENT

2.1 Purchase Price. The purchase price of the Assets shall be \$23,000,000 (the "Preliminary Purchase Price") as adjusted in accordance with Section 2.4 (the "Purchase Price").

2.2 Payment of Preliminary Purchase Price.

(a) At the later of the execution hereof or within two (2) business days of the issuance of the Court Order approving the procedures specified in Section 9.6 and the break-up fee specified in this Agreement, Buyer will deposit \$200,000 by wire transfer into an interest bearing account established by Sellers' counsel. This deposit along with accrued interest thereon (the "Buyer's Deposit") shall not be considered property of Sellers' estates and shall be paid to Sellers at the Closing as part of the Purchase Price or shall be refunded to Buyer in accordance with Section 9.5 hereof.

(b) On the Closing Date:

(i) Buyer will pay to Sellers the difference between \$20,900,000 and the Buyer's Deposit by wire transfer, which amount will be subject to later adjustment as set forth in Section 2.4 below;

(ii) Buyer will deliver to an escrow agent (the "Escrow Agent") \$2,100,000 (the "Escrowed Amount"), which represents the consideration attributable to those Assets which are located on the Closing Date at the Sellers' facilities in Mexico (the "Mexican Assets"), to be disbursed (x) in part within 60 days of the Closing Date in an amount to be agreed upon by the parties but in no event less than \$525,000 and (y) in full within six months from the Closing Date, all as more fully described in the Escrow Agreement substantially in the form of Exhibit G (the "Escrow Agreement"); and

(iii) Buyer's Deposit will be paid over to Sellers.

### 2.3 Preparation of Closing Date Working Capital.

(a) On the first weekend after the Closing or no later than fourteen (14) days following the Closing, Sellers and Buyer shall jointly conduct a physical inventory of the Inventory. Within 30 days after the Closing Date, Sellers will prepare and deliver to Buyer a draft schedule of working capital (the "Draft Schedule of Closing Date Working Capital") for the Business as of the close of business on the Closing Date on a basis consistent with the schedule of working capital of the Business as of December 31, 2000 included as Schedule 2.3(a) (the "2000 Working Capital Schedule"), with such modifications and reflecting such accounting and inventory policies and procedures specified in Schedule 2.3(b).

(b) If Buyer has any objections to the Draft Schedule of Closing Date Working Capital, it will deliver a detailed statement describing its objections to Sellers within 30 days after receiving the Draft Schedule of Closing Date Working Capital. Buyer and Sellers will use reasonable efforts to resolve any such objections themselves. If the parties do not obtain a final resolution within 30 days after Sellers have received the statement of objections, however, Buyer and Sellers will jointly engage KPMG LLP or another firm mutually agreed upon (the "Accounting Firm") to resolve any remaining objections. The Accounting Firm will review the respective positions of both parties, including the results of a physical inventory jointly performed by Sellers and Buyer and render its determination within 30 days of its engagement. The determination of the Accounting Firm will be set forth in writing, will state that in their opinion, the Draft Schedule of Closing Date Working Capital has been prepared in accordance with generally accepted accounting principles as supplemented by the policies and procedures set forth on Schedule 2.3(b) applied on a basis consistent with the 2000 Working Capital Schedule attached as Schedule 2.3(a), and will be conclusive and binding upon the parties. Sellers will revise the Draft Schedule of Closing Date Working Capital as appropriate to reflect the resolution of any objections thereto pursuant to this Section 2.3(b) (the "Schedule of Closing Date Working Capital").

(c) In the event the parties submit any unresolved objections to the Accounting Firm for resolution as provided in Section 2.3(b) above, the fees of the Accounting Firm will be split evenly between Sellers and Buyer. Each party will be solely responsible for the costs and fees of their respective employees or advisors incurred in connection with the resolution of the dispute.

(d) Sellers will make the work papers and back-up materials and all other data used in preparing the Draft Schedule of Closing Date Working Capital reasonably available to Buyer and its accountants and other representatives during normal business hours upon reasonable notice during (i) the preparation by Sellers of the Draft Schedule of Closing Date Working Capital, (ii) the review by Buyer of the Draft Schedule of Closing Date Working Capital, and (iii) the resolution by the parties of any objections thereto.

2.4 Adjustment to Preliminary Purchase Price. The Preliminary Purchase Price will be adjusted as follows:

(a) If the Working Capital for the Business (as defined on Schedule 2.3(b)) as of the close of business on the Closing Date exceeds \$12,500,000 (the "Estimated Working Capital"), Buyer will pay to Sellers an amount equal to such excess (plus interest thereon at the Applicable Rate starting on the sixtieth day after the Closing Date) by wire transfer of immediately available funds within three business days following the date on which the Schedule of Closing Date Working Capital is completed pursuant to Section 2.3(b). For purposes of this Agreement, "Applicable Rate" means the prime rate as specified in the Wall Street Journal on the sixtieth day following the Closing Date plus one percent.

(b) If the Working Capital as of the close of business on the Closing Date is less than the Estimated Working Capital, Sellers will pay to Buyer an amount equal to such deficiency (plus interest thereon at the Applicable Rate starting on the sixtieth day following the Closing Date) by wire transfer of immediately available funds within three business days after the date on which the Schedule of Closing Date Working Capital is completed pursuant to Section 2.3(b).

2.5 Assumption of Liabilities. Buyer will, at the Closing, assume all of Sellers' obligations arising, created or accrued under those contracts, agreements and commitments described in Section 1.1(d), including, without limitation, those listed on Schedule 3.1(g)(i) and trade accounts payable arising after the Closing Date; and all obligations and liabilities related to the Business, excluding the Excluded Liabilities, to the extent that such liabilities and obligations arise (a) out of the Buyer's operation of the Business or any other business after the Closing Date or (b) under the Transition Services Agreement and the Transition Supply Agreement (as defined herein) in accordance with the terms thereof (the "Assumed Liabilities").

2.6 Excluded Liabilities. For purposes of this Agreement, the term "Excluded Liabilities" means all liabilities of Sellers accrued prior to the Closing Date that are not specifically assumed under this Agreement including, without limitation, trade accounts payable related to the Inventory, interest-bearing or non-interest-bearing debt, intercompany accounts payable, income taxes accrued and/or payable, litigation or threatened litigation matters and obligations under any employee compensation, welfare or benefit plans, any costs of transportation and/or importation of Assets prior to the Closing Date and any liabilities and costs assumed by a Seller or any Affiliate pursuant to this Agreement or any other agreement referenced in this Agreement. Excluded Liabilities shall also include any liabilities, obligations or commitments of Sellers, or any Affiliate, whether contingent or otherwise, fixed or absolute, known or unknown, present or future or otherwise, relating, directly or indirectly, to (a) the conduct of the Business or their business or the ownership of the Assets prior to the Closing Date, including, but not limited to, wages, employee benefits, employment discrimination, product liability claims, litigation, product returns, environmental problems, taxes, license fees and charges; (b) claims relating, directly or indirectly, to products sold by Sellers or any Affiliate prior to the Closing Date; or (c) any breach of, or inaccuracy in, any of the warranties or representations or covenants of Sellers or any Affiliate, in this Agreement. The foregoing specific enumeration is not to be construed as meaning that any liability, obligation or commitment not so enumerated is to be assumed by Buyer. It is also specifically agreed that Buyer shall not assume or become obligated to pay any debt, obligation or liability of Sellers or

Affiliate regarding any pension, retirement, post-retirement, or benefit plans, collective bargaining agreements, or other employment or cessation of employment arrangement, nor is Buyer in any way obligated to hire any employee, contract employee, or independent contractor of Sellers or any Affiliate thereof. Cure payments for Assumed Contracts (as defined in Section 3.1(g)) shall be paid by Sellers to the creditor parties under such Assumed Contracts out of the proceeds of the Purchase Price.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLERS

3.1 Sellers' Representations and Warranties. Sellers, jointly and severally, hereby represent and warrant to Buyer as follows:

(a) Organization. FM, Ignition and FM World Wide are each a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, State of Delaware and State of Michigan, respectively, and Sellers each have the corporate power and authority to carry on the Business as now conducted.

(b) Authority. Subject to the approval of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), each Seller has full power, right and authority to enter into, and perform its respective obligations under this Agreement, including, without limitation, the authority to transfer to Buyer the Assumed Contracts (as defined in Section 3.1(g)). Subject to the approval of the Bankruptcy Court, the execution, delivery and performance of this Agreement by Sellers have been duly and properly authorized by proper corporate action in accordance with applicable law and with the Articles of Incorporation and Bylaws of FM, Ignition and FM World Wide, respectively, and this Agreement constitutes a valid and binding obligation of Sellers, enforceable against them in accordance with its terms.

(c) Assets. Other than the Excluded Assets and any raw material, work-in-process and finished goods located at the Sellers' facility in Logansport, Indiana, there are no assets used in or necessary to the operation of the Business as conducted, which are not included in the Assets to be transferred to Buyer on the Closing Date or pursuant to Section 10.6 hereof. Collectively, the Sellers own and have good and marketable title in and to, or, in the case of leases and licenses, have valid and subsisting leasehold interest or licenses in, all of the Assets.

(d) Noncontravention. Except to the extent superseded by an order of the Bankruptcy Court, neither the execution and delivery of this Agreement nor its performance will conflict with or result in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of Sellers or any contract, agreement, mortgage, trust deed, note, indenture or other instrument or obligation of any nature to which a Seller is a party or by which a Seller is bound or by which a Seller, the Business or the Assets may be affected except where such conflict or breach would not have a material adverse effect on the Business or the Assets.

(e) Condition of Assets. Except as specifically set forth herein, Buyer acknowledges that Sellers do not make any representation with regard to the condition of the Assets and transfer the same in "As-Is" condition. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS PROVIDED IN THIS AGREEMENT, THE ASSETS ARE BEING SOLD, CONVEYED, AND ASSIGNED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(f) Financial Data. Attached as Schedule 3.1(f) are true and complete copies of the Income Statement Summary of the Business as of December 31, 2000 and November 30, 2001 and the statement of Productive and Obsolete/Slow Moving Inventory as of November 30, 2001 ("Financial Data"). Such Financial Data fairly presents, in all material respects, the results of operations and inventory of the Business.

(g) Contracts. Attached as Schedule 3.1(g)(i) is a list of those contracts entered into by a Seller in connection with the Business which will be assigned to Buyer and which will be assumed by a Seller pursuant to an order of the Bankruptcy Court ("Assumed Contracts"). Attached as Schedule 3.1(g)(ii) is a list of those contracts entered into by a Seller in connection with the Business which will not be assigned to Buyer. Except where enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and except where enforceability is subject to the application of equitable principles or remedies or as would not be material, to Sellers' knowledge the Assumed Contracts entered into by a Seller in connection with the Business are assignable to Buyer and are in full force and effect, enforceable in accordance with their terms and no Seller is in material default with respect thereto.

(h) Litigation. There is no suit, action, arbitration proceeding, or investigation pending, or to a Seller's knowledge threatened, against a Seller or the Assets, or to which a Seller or the Assets is otherwise a party, which seeks to restrain or prohibit the transactions contemplated in this Agreement, or seeking material damages or other remedies which would materially and adversely affect the Business or would serve as the basis for a product recall or a field retrofit campaign.

(i) Intellectual Property. Set forth on Schedule 3.1(i) is a correct and complete list of all of Sellers' Intellectual Property relating to the Business and any license or other agreements allowing a Seller to use intellectual property rights of third parties entered into by a Seller or affecting the Business (collectively, the "Intellectual Property Rights"). Collectively, Sellers have and own all right, title and interest in and to all of the Intellectual Property Rights and such rights do not infringe any material intellectual property rights of others in any material respect.

(j) No Adverse Change. Since November 30, 2001, there has been no material adverse change to the financial condition, business or prospects of the Business or of the Assets, recognizing that Sellers commenced a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware on October 1, 2001.

(k) Disclaimer of Other Representations and Warranties. None of the Sellers hereby makes, or and has made, any representations or warranties relating to the Business or otherwise in connection with the transactions contemplated hereby other than those expressly set forth herein. It is understood that any financial information or presentations are not and shall not be deemed to be or to include representations or warranties of a Seller, except as provided in Section 3.1(f) of this Agreement.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Sellers as follows:

(a) Organization. Buyer is a corporation duly organized and existing under the laws of New York and has full power, right and authority to purchase the Assets in accordance with this Agreement.

(b) Authority. The execution, delivery, and performance of this Agreement by Buyer have been duly and properly authorized by all necessary corporate action in accordance with applicable law and with its Articles of Incorporation and Bylaws.

(c) Noncontravention. Neither the execution and delivery of this Agreement nor its performance will conflict with or result in a breach of the terms, conditions or provisions of the Articles of Incorporation and Bylaws of Buyer or any contract, agreement, mortgage or other instrument or obligation of any nature to which Buyer is a party or by which Buyer is bound, nor is Buyer a party to any litigation which could materially interfere with its ability to perform its obligations under this Agreement. Neither the execution and delivery of this Agreement nor its performance will contravene or violate any statute or any judicial or governmental regulation, order, injunction, judgment or decree applicable to Buyer or require the approval, consent or permission of any governmental or regulatory body or authority applicable to it, and Buyer has received no notice which is inconsistent with the foregoing.

(d) Resale of Inventory. Buyer intends to resell the Inventory in the regular course of its business.

#### ARTICLE V

##### CONDITIONS TO THE CLOSING

The obligations of the parties to effect the Closing shall be subject to the satisfaction of the following conditions precedent on or before the Closing Date:

5.1 Compliance with Bidding Procedures. Compliance with the Bidding Procedures (defined in Section 9.6).

5.2 Bankruptcy Court Approval. Issuance of an order of the Bankruptcy Court which is final and not subject to any rehearing, appeal or stay (a) authorizing the sale of the Assets and transferring title to the Assets, free and clear of all liens, claims and encumbrances, pursuant to Section 363 of the Bankruptcy Code and (b) authorizing under 11 U.S.C. § 365 the assignment to, and assumption by Buyer of the Assumed Contracts, after due notice is given and a hearing is held thereon, as required by the Bankruptcy Code and Rules and, if required, receipt of consent from any applicable prepetition and postpetition lenders.

5.3 Legal Proceedings. No legal action or proceeding having been instituted or threatened by any person seeking to restrain or prohibit the transactions contemplated by this Agreement, or seeking material damages or other remedies which would materially and adversely affect the Business or Sellers in connection herewith.

5.4 Adverse Change. No material adverse change in the context of a Chapter 11 debtor in possession to the financial condition, business or prospects of the Business or of the Assets since the date of this Agreement.

## ARTICLE VI

### THE CLOSING

6.1 Closing Date. The transaction which is the subject of this Agreement shall be closed at FM's offices located at 26555 Northwestern Highway, Southfield, Michigan within ten (10) business days after the Sale Hearing (as defined in Section 9.6(g)(i)(A)) (the "Closing Date"). Transfer of legal title to Buyer of the Mexican Assets shall occur in accordance with Section 10.6.

## ARTICLE VII

### DOCUMENTS TO BE DELIVERED BY SELLERS AT CLOSING

7.1 Sellers' Delivery Requirements. At the Closing, Sellers shall deliver or cause to be delivered the following:

(a) A Seller's bill of sale with respect to its ownership of the Assets, excluding the Mexican Assets, as shall be effective to vest in Buyer all of Sellers' full, complete and marketable right, title and interest in and to the Assets, substantially in the form of Exhibit A;



(b) A Seller's bill of sale or bills of sale with respect to its ownership of the Mexican Assets to be delivered into escrow, as shall be effective to vest in Buyer all of Sellers' full, complete and marketable right, title and interest in and to the Mexican Assets, substantially in the form of Exhibit B ("Mexican Bills of Sale");

(c) The Intellectual Property Rights Assignments substantially in the form of Exhibit C-1 (Patent Assignment) and Exhibit C-2 (Trademark, etc. Assignment);

(d) The Transition Services Agreement substantially in the form of Exhibit D (the "Transition Services Agreement");

(e) The Transition Supply Agreement substantially in the form of Exhibit E (the "Transition Supply Agreement");

(f) The Supply Agreement substantially in the form of Exhibit F (the "Supply Agreement");

(g) The Escrow Agreement;

(h) Incumbency certificates of a duly authorized officer of each of the Sellers certifying that the names and signatures of the officers of Ignition, FM and FM World Wide, as appropriate, are authorized to sign this Agreement and other documents to be delivered hereunder to which Sellers are parties; and

(i) Officer certificates from Sellers certifying that (i) the representations and warranties of Sellers contained in this Agreement are true and correct in all material respects as of the Closing, with the same force and effect as if made as of the Closing, and (ii) the covenants and agreements contained in this Agreement to be complied with by Sellers at or prior to the Closing have been complied with in all material respects.

## ARTICLE VIII

### DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING

8.1 Buyer's Delivery Requirement. At the Closing, Buyer will deliver or cause to be delivered to Sellers the following:

(a) Bank wire transfer to Sellers and the Escrow Agent in the amount of the Preliminary Purchase Price, as set forth in Section 2.2(b);

(b) The Transition Services Agreement;

(c) The Transition Supply Agreement;

- (d) The Supply Agreement;
- (e) The Escrow Agreement;
- (f) Incumbency certificate of a duly authorized officer of Buyer certifying that the name and signature of an officer of Buyer is authorized to sign this Agreement and other documents to be delivered hereunder to which Buyer is a party;
- (g) Officer certificate from Buyer certifying that (i) the representations and warranties of Buyer contained in this Agreement are true and correct in all material respects as of the Closing, with the same force and effect as if made as of the Closing and (ii) the covenants and agreements contained in this Agreement to be complied with by Buyer at or prior to the Closing have been complied with in all material respects; and
- (h) Resale certificate for inventory, if required under state law.

## ARTICLE IX

### PRE-CLOSING COVENANTS

9.1 Access. Sellers will permit Buyer and its representatives (including its officers, employees and agents, independent accountants and counsel) reasonable access, upon prior notification and during regular business hours, to the facilities, personnel, books and records of the Business. All information disclosed to Buyer through such investigation shall be restricted by the terms of the Confidentiality Agreement dated September 12, 2001 which shall continue in full force and effect. Until the Closing, Sellers will cause the Assets of the Business to be maintained and kept in normal condition, repair and working order as of the date hereof (wear and tear excepted), keep in full force and effect each and every Assumed Contract and insurance comparable in amount and scope to coverage maintained by it as of the date hereof, use its reasonable best efforts to maintain and preserve the Business and its goodwill and not take any action that would render any of their representations and warranties hereunder inaccurate as of the date hereof or the Closing Date.

9.2 Ordinary Course. Until the earlier of the termination of this Agreement pursuant to Article XI or the Closing Date, Sellers will continue to operate the Business in the ordinary course of a Chapter 11 debtor in possession and the Assumed Contracts shall not be modified in any respect without the prior written consent of Buyer and that each will not incur any material obligations or liabilities relating to the Business without the written consent of Buyer.

9.3 Executory Contracts. Each Assumed Contract shall be assumed by Sellers as part of the sale and assigned by it to Buyer pursuant to a final and unappealable order of the Bankruptcy Court, entered after notice and a hearing. Such assumption and assignment will be in accordance with all relevant provisions of the Bankruptcy Code and Rules, including, without

limitation, 11 U.S.C. § 365 and all necessary cure payments will be made by Ignition or FM Worldwide or FM (as applicable) out of the proceeds of the Purchase Price.

9.4 Support of Lenders. Sellers and their representatives will proceed in good faith to obtain support of this Agreement from any official committee(s) of creditors and the prepetition and postpetition lenders in the Chapter 11 cases consistent with the Bidding Procedures.

9.5 Break-Up Fee and Deposit Return. In the event of the termination of this Agreement pursuant to Section 11.1(c) and if Buyer is not then in material breach of this Agreement, Sellers shall (i) pay Buyer a break-up fee of \$150,000 payable within two business days after the closing of the sale of the business approved at the Sale Hearing from the proceeds of the successful sale, or any forfeited deposit and (ii) cause the Buyer's Deposit to be returned to Buyer within two business days of such termination. The break-up fee will be allowed as an administrative expense claim until paid in full.

9.6 Competitive Bidding Process. Sellers shall initiate and Buyer will participate in a competitive bidding process, the procedures of which are as follows or as otherwise approved by the final and unappealable order of the Bankruptcy Court entered after notice and a hearing ("Bidding Procedures"):

(a) Requirements for Overbid. Any entity may submit a bid for the purchase of the Business (the "Overbid"), so long as such Overbid (i) shall be made in writing, (ii) shall be accompanied by evidence that such proposal constitutes a Qualifying Competing Proposal (as defined below), and (iii) shall be delivered to counsel for Sellers, Buyer, the creditors' committees, the prepetition lenders and the postpetition lenders, and filed with the Bankruptcy Court no later than ten (10) days prior to the Sale Hearing (as defined below).

(b) Requirements for Qualified Competing Proposals. A "Qualifying Competing Proposal" must (i) provide for a total purchase price that is not less than \$23,300,000 all of which is payable in cash at the closing of the proposed transaction; (ii) contain other terms and conditions that are at least as favorable to Sellers' estates as those set forth in this Agreement (including such items as the purchase price adjustments for working capital, excluded assets, assumed liabilities, the timing of the closing, the need for a transition services agreement, and the closing not being conditioned upon obtaining financing); (iii) contain a mark-up of this Agreement showing any proposed changes therefrom if this Agreement is lodged with the Bankruptcy Court at least fifteen (15) days before the Sale Hearing; (iv) be made by an entity or entities providing evidence that they are financially qualified to consummate the proposal on a timely basis; and (v) be accompanied by a deposit of \$200,000 in immediately available funds, to be held by Sellers' counsel in an interest bearing account pending the outcome of the Sale Hearing. Such deposit plus any accrued interest (the "Deposit") will not be considered the property of Sellers' estates and will be either applied to the purchase price if the bidder is the successful bidder pursuant to the order of the Bankruptcy Court at the Sale Hearing (the "Successful Bidder") or refunded to the bidder if such bidder is not the Successful Bidder.

(c) Written Recommendations. Within three (3) Court Days (as defined below) prior to the Sale Hearing, Sellers shall file recommendations regarding any Overbids received in accordance with the preceding subparagraphs with the Bankruptcy Court and deliver copies of such recommendations to Buyer and to all entities that have made an Overbid, the creditors' committees, the prepetition lenders, and the postpetition lenders. The recommendations shall address, inter alia, the aggregate consideration offered, the bidder's ability to timely close the sale transaction, and an analysis of which offer is most favorable to Sellers' estates. Any other party in interest, including the creditors' committees and the lenders, shall also be permitted to file such recommendations.

(d) Lodging of Definitive Agreement. A copy of this Agreement shall be lodged with the Bankruptcy Court prior to the Sale Hearing, and Sellers shall promptly deliver notice of the lodging of this Agreement to all entities that have made an Overbid.

(e) Counterbidding Procedure. If there is one or more Overbid(s), Buyer shall be permitted to make a counterbid at or before the Sale Hearing. Such counterbid shall be an increase of at least \$100,000 over the highest Overbid, payable in cash at the closing. Any entity that has made an Overbid shall thereafter be permitted to make one or more counterbids, provided that (i) each such counterbid shall provide for purchase price consideration that is at least \$100,000 greater than the highest previous counterbid, and (ii) the entire increase in the purchase price consideration shall be in cash payable at the closing. At the Sale Hearing, Sellers, the creditors' committees, the prepetition lenders, and the postpetition lenders, and other interested parties may make recommendations to the Bankruptcy Court concerning the bids.

(f) Additional Procedures. In the event the Bankruptcy Court approves a bid by a party other than Buyer, at the hearing in which the Bankruptcy Court grants such approval, the parties shall present recommendations and the Bankruptcy Court shall establish procedures and deadlines governing the execution of the sale agreement, obtaining an order approving the sale agreement, the prompt closing of the sale transaction, which shall occur no later than 10 days after the Sale Hearing and if Buyer elects, provision for a "back-up" sale agreement between Sellers and Buyer should the non-Buyer bid or the sale agreement relating thereto not be approved by the Bankruptcy Court or if the resultant sale transaction not be consummated, within reasonable time periods.

(g) Definitions.

(i) "Sale Hearing" means the hearing to approve a sale of the Business to (A) Buyer pursuant to this Agreement or (B) the party submitting a Qualifying Competing Proposal whose Overbid or counterbid is the successful bid approved by the Bankruptcy Court, which hearing shall be held on such date approved by the Bankruptcy Court.

(ii) "Court Day" means a day during which the Bankruptcy Court is in session or one during which pleadings may be accepted for filing/lodging.

## ARTICLE X

### POST-CLOSING COVENANTS

10.1 Access to Records. Buyer covenants and agrees that it will, subsequent to the Closing Date, grant Sellers and their representatives access to the records relevant to the Business delivered to it by Sellers pursuant to this Agreement as well as the right to inspect products sold by a Seller prior to the Closing (then in Buyer's possession), during normal business hours upon at least 48 hours notice to Buyer, to the extent necessary to enable a Seller to respond to any claim or objection made by Buyer hereunder, to prepare its financial statements and tax returns, and to secure any information which it requires in connection with the audit of any tax return filed by a Seller, in connection with the defense of any litigation to which it is a party or in connection with proceedings or information requirements resulting from their status as a Chapter 11 debtor in possession.

10.2 Resolution of Sellers' Liabilities. Buyer agrees that with respect to any liabilities retained by a Seller including, without limitation, any penalty to be imposed by any customer relating to products sold and shipped prior to the Closing Date, such Seller shall have full benefit of any refunds or warranty claims and shall have full control and authority over the resolution of such liabilities and Buyer shall take no action that would adversely affect Sellers' ability to negotiate the resolution of such liabilities. If Buyer can incur liability regarding such refunds or claims, a Seller agrees to notify Buyer of its intentions with respect to such refunds or warranty claims and the parties agree to use all reasonable efforts to resolve this matter to their mutual satisfaction.

10.3 Sellers' Covenant Not to Compete. Except as provided in the Exhibits attached hereto, for a period of eighteen (18) months from and after the Closing Date, Sellers will not engage, directly or indirectly, in the sale or manufacture of the products currently offered to customers by the Business or improvements thereto, provided, however, nothing herein shall preclude Sellers and their affiliates and the successors and assigns of Sellers and their affiliates from continuing to sell or to manufacture the products listed on Schedule 10.3 under the "Wagner" brand name. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 10.3 is invalid or unenforceable, Buyer and Sellers agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

10.4 Compliance with Blazer Covenant. Buyer acknowledges that Ignition and FM Worldwide have certain non-compete obligations in connection with the sale of their Blazer aftermarket business set forth on Schedule 10.4. Buyer agrees to fully comply with the

obligations set forth on Schedule 10.4 as they relate to the Business arising on or after the Closing Date.

10.5 Transitional Use of Trade Names and Trademarks. Buyer and Sellers recognize that certain Inventory and containers therefor being sold to Buyer under this Agreement will bear the trade name "Federal-Mogul" which trade name is not being assigned or licensed to Buyer. Sellers agree that Buyer shall be permitted to sell such Inventory and use such containers for a period not to exceed six (6) months after the Closing Date and may also exhaust existing stock within six (6) months after the Closing Date. Immediately after the Closing Date, Buyer shall require its suppliers to cease printing or causing to be printed any packaging containing the trade name "Federal-Mogul", except for those amounts which had been ordered by Sellers for printing prior to the Closing Date. In no event shall Buyer be entitled to the use of the trade name "Federal-Mogul" or any other untransferred trade name or trademark in affirmatively advertising such Inventory or for any other purpose.

10.6 Transfer of Mexican Assets. Sellers shall deliver the Mexican Assets to a U.S. location in accordance with the terms of the Transition Services Agreement and the Transition Supply Agreement. The Sellers shall deliver the Mexican Bill or Bills of Sale to Buyer in accordance with the terms of the Escrow Agreement.

10.7 COBRA and WARN Obligations. Through and after the Closing Date, Sellers shall comply with their COBRA and WARN Act obligations, if any.

10.8 Transition. Buyer and Sellers each agree to transmit to the other any receivables or other payments, correspondence or materials belonging to the other within ten (10) business days of receipt thereof.

10.9 Inventions and Discoveries. Sellers will take reasonable steps to assure that any patents granted on inventions or discoveries made by their personnel or consultants or vendors in the course of the design, development, testing and manufacturing of products of the Business on or prior to the Closing Date will become the property of Buyer.

## ARTICLE XI

### TERMINATION

11.1 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) By the mutual written consent of Buyer and Sellers;
- (b) By either party if the Closing shall not have occurred on or before March 31, 2002, unless extended in writing by the written agreement of Sellers and Buyer;

(c) Automatically upon the completion or termination of the Bidding Procedures and the occurrence of all of the following events:

(i) Sellers' acceptance of a Qualifying Competing Proposal in accordance with the Bidding Procedures; and

(ii) Approval of the Overbid (or a subsequent counterbid by such entity) by the Bankruptcy Court at the Sale Hearing;

provided, however, that the obligations of Sellers with regard to any "back-up" agreement entered into by Sellers and Buyer pursuant to the Agreement and payment of the break-up fee and refund of the Deposit shall continue despite any termination of this Agreement.

## ARTICLE XII

### INDEMNIFICATION; SURVIVAL OF REPRESENTATIONS AND WARRANTIES

#### 12.1 Indemnification.

(a) Subject to the provisions of Article XIII and any limitations imposed by the Bankruptcy Court, from and after the Closing Date, Sellers jointly and severally, shall indemnify, save and hold harmless Buyer from and against any and all losses, damages, claims, liabilities, costs or expenses, including without limitation interest, penalties and reasonable attorneys' fees and expenses incurred in connection with; arising out of, resulting from or related to any breach by a Seller of any of its representations, warranties, agreements or covenants under this Agreement.

(b) Subject to the provisions of Article XIII, from and after the Closing Date, Buyer shall indemnify, save and hold harmless Sellers from and against any and all losses, damages, claims, liabilities, costs or expenses, including without limitation interest, penalties and reasonable attorneys' fees and expenses incurred in connection with, arising out of, resulting from or related to (i) any breach by Buyer of any of its representations, warranties, agreements or covenants under this Agreement, (ii) any foreign or domestic federal, state or local sales or use taxes, or similar taxes, which may be payable by reason of the transfer of the Assets provided for in this Agreement, or (iii) any failure of Buyer to fulfill its obligations under the Contracts.

(c) Buyer shall not be entitled to make a claim against a Seller under this Agreement, whether such claim is for a breach of warranty under an indemnity, if such claim would result in Buyer being compensated twice with respect to the same cause of action or in connection with the same subject matter whether by virtue of insurance proceeds or proceeds of warranty or refund claims or adjustment to the Preliminary Purchase Price pursuant to Section 2.4.

12.2 Assertion of a Claim. In the event that subsequent to the Closing Date any claim is asserted against a party hereto as to which such party is entitled to indemnification hereunder, such party (the "Indemnified Party") shall as promptly as possible and in any case within ten (10) business days after learning of such claim notify the party obligated to indemnify it (the "Indemnifying Party") thereof in writing. In the event the Indemnified Party shall fail to give notice of such claim as aforesaid, the Indemnifying Party shall have no obligation to indemnify the Indemnified Party with respect to such claim. The Indemnifying Party shall have the right, upon written notice to the Indemnified Party within ten (10) business days after receipt from the Indemnified Party of notice of such claim, to conduct at its expense the defense against such claim in its own name, or if necessary in the name of the Indemnified Party. In the event that the Indemnifying Party shall fail to give such notice, it shall be deemed to have elected not to conduct the defense of the subject claim, and in such event the Indemnified Party shall have the right to conduct such defense and to compromise and settle the claim without prior consent of the Indemnifying Party. In the event that the Indemnifying Party does elect to conduct the defense of the subject claim, the Indemnified Party will cooperate with and make available to the Indemnifying Party such assistance and materials as may be reasonably requested by it, all at the expense of the Indemnifying Party, and the Indemnified Party shall have the right at its expense to participate in the defense, provided that the Indemnified Party shall have the right to compromise and settle the claim only with the prior written consent of the Indemnifying Party, which will not be unreasonably withheld. Any judgment entered or settlement agreed upon in the manner provided herein shall be binding upon the Indemnifying Party, and shall conclusively be deemed to be an obligation with respect to which the Indemnified Party is entitled to indemnification hereunder.

12.3 Survival/Limitation on Time to Bring Claim. The representations and warranties set forth in this Agreement survive the Closing thereof for a period of eighteen (18) months. No action under this Agreement may be brought by either party more than eighteen (18) months after the Closing Date.

12.4 Exclusive Remedy. Buyer and Sellers acknowledge and agree that the foregoing indemnification provisions in this Article XII shall be the exclusive remedy of Buyer and Sellers with respect to the transactions contemplated by this Agreement.

### ARTICLE XIII

#### LIABILITY THRESHOLD

13.1 Limitation on Liability. Notwithstanding anything to the contrary set forth in this Agreement, neither Sellers (on the one hand) or Buyer (on the other hand) shall be liable hereunder to the other as a result of any misrepresentation or breach of any representation, warranty or agreement contained in this Agreement unless the losses, liabilities or damages incurred by the Indemnified Party as a result of misrepresentations or breaches under this Agreement exceed in the aggregate \$250,000.00, in which event the Indemnifying Party which has misrepresented or breached as aforesaid shall be liable for damages incurred by the



Indemnified Party in excess of \$250,000.00. In no event shall the total amount paid by one party to the other as a result of claims for indemnification exceed fifteen percent (15%) of the Purchase Price as defined in Section 2.1. The limitations on liability set forth in this Section 13.1 are not applicable to the determination of the Preliminary Purchase Price adjustment in accordance with Section 2.4 hereof.

#### ARTICLE XIV

##### MISCELLANEOUS

14.1 Sellers' Knowledge. Whenever a phrase herein is qualified by "to the knowledge of Sellers," "Sellers have no knowledge of," or a similar phrase, it shall mean the actual knowledge of each individual identified on Schedule 14.1 attached hereto.

14.2 Notices. All notices, demands, requests or other communications that may be required to be given hereunder shall be delivered in person or sent by facsimile transmission, or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Sellers: Federal-Mogul Corporation or  
Federal-Mogul World Wide, Inc. or  
Federal-Mogul Ignition Company, as applicable  
26555 Northwestern Highway  
Southfield, Michigan 48034  
Fax: (248) 354-8103  
Attention: General Counsel

with a copy to: Vice President – Corporate Development  
Fax: (248) 354-7999

If to Buyer: Truck-Lite Co., Inc.  
310 East Elmwood Avenue  
Falconer, NY 14733  
Fax: (716) 665-6403  
Attn: President

With a copy to: Penske Company LLC  
13400 Outer Drive West  
Detroit, Michigan 48239  
Fax: (313) 592-7313  
Attn: Lawrence N. Bluth  
Executive Vice President & General Counsel

14.3 Severability. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision.

14.4 Brokers. Each party agrees to indemnify and hold the other party harmless against any costs, expenses or liabilities of any kind for any commission or charge claimed by any broker, finder, agent or other intermediary retained by them in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby.

14.5 Arbitration. Any dispute arising out of or relating in any manner to this Agreement or the underlying transaction, or to the breach, termination or validity of this Agreement (other than the determination of the Schedule of Closing Date Working Capital) shall be resolved in accordance with the procedures specified in this Section 14.5, which shall be the sole and exclusive procedures for resolution of any such dispute.

Any such dispute shall be submitted to arbitration in accordance with the rules and procedures of the American Arbitration Association, before three independent and impartial arbitrators, none of whom shall be appointed by either party, provided, however, that if either party will not participate in non-binding mediation, the other may initiate arbitration before the expiration of the eighteen month period following the Closing Date during which the parties are permitted to bring a claim, as set forth in Section 12.3. The place of arbitration shall be Detroit, Michigan. Substantive legal issues in the arbitration shall be determined in accordance with the laws of the State of Michigan. The arbitrators are empowered to grant and issue mandatory directives, prohibitions, order or restraints to enforce this Agreement as they may deem necessary or advisable, directed to or against any of the parties, including a directive or order requiring specific performance of any covenant, agreement or provision of this Agreement. The arbitrators are not empowered to award damages in excess of compensatory damages, and attorneys fees and costs, and each party irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Each party shall bear its own costs, except as may be awarded by the arbitrators except that the costs of the mediator and the arbitrators shall be borne equally by the parties.

14.6 Successors. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.

14.7 Entire Agreement. This Agreement sets forth the entire understanding of the parties and may be modified only by instruments signed by the parties hereto.

14.8 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14.9 Third Parties. Nothing in this Agreement, express or implied, is intended to confer any right or remedy under or by reason of this Agreement on any person other than the parties hereto and their respective heirs, representatives, successors and assigns, nor is anything set forth herein intended to affect or discharge the obligation or liability of persons to any party to

this Agreement nor shall any provision give any third party any right of subrogation or action over against any party to this Agreement.

14.10 Expenses. Except as provided in Section 9.5, each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

14.11 Governing Law. This Agreement shall be construed by and governed in accordance with the laws of the State of Michigan without giving effect to its conflict of laws.

14.12 Headings. The subject headings of paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLERS:

BUYER:

FEDERAL-MOGUL IGNITION COMPANY

TRUCK-LITE CO., INC.

By: *Charles B. Ford*  
Its: *Vice President*

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FEDERAL-MOGUL WORLD WIDE, INC.

By: *Charles B. Ford*  
Its: *Vice President*

FEDERAL-MOGUL CORPORATION

By: *Charles B. Ford*  
Its: *Vice President Corp. Development & Start Planning*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLERS:

BUYER:

FEDERAL-MOGUL IGNITION  
COMPANY

TRUCK-LITE CO., INC.

By: \_\_\_\_\_

By: Patel

Its: \_\_\_\_\_

Its: SVP

FEDERAL-MOGUL WORLD WIDE, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

FEDERAL-MOGUL CORPORATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT**  
**PATENTS**

WHEREAS, Federal-Mogul Corporation, a Michigan corporation, with headquarters located at 26555 Northwestern Highway, Southfield, Michigan 48034 ("FM"), Federal-Mogul Ignition Company, a Delaware corporation, with headquarters located at 26555 Northwestern Highway, Southfield, Michigan 48034 ("Ignition"), Federal-Mogul World Wide, Inc., a Michigan corporation, with headquarters located at 26555 Northwestern Highway, Southfield, Michigan 48034 ("FM World Wide" and, together with FM and Ignition, "Sellers" or, any of the Sellers individually, a "Seller") (hereinafter collectively referred to as "Assignor") and Truck-Lite Co., Inc. ("Buyer"), a New York corporation, (hereinafter referred to as "Assignee") have entered into a certain Asset Purchase Agreement dated February 6, 2002 by and between the Assignor and Assignee (the "Asset Purchase Agreement") whereby Assignee has obtained title to certain Assets of Assignor; and

WHEREAS, said Assets include all of Assignor's right, title, benefit and interest in and to the Patents and all other properties, discoveries, patent applications, registrations identified on Schedule A;

NOW, THEREFORE, be it known by all whom it may concern, that for and in that consideration recited in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee hereby agrees as follows:

1. Terms not otherwise defined in this Assignment shall have the meaning set forth in the Asset Purchase Agreement.

2. Assignor has assigned, sold and set over, and by these presents assigns, sells and sets over unto the Assignee, its successors, legal representatives and assigns, for the territory of the United States of America and all foreign countries, the entire right, title and interest in and to said inventions, said Patents as identified on Schedule A, including the right to sue for past infringements thereof, and said applications for Letters Patent, including the right to file foreign patent applications corresponding to said applications, and the right to claim the priority date of said patent applications and any legal equivalents thereof, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of said applications, or re-issues or extensions of said Letters Patent or Patents prepared and executed by Assignor on even date herewith, the same to be held and enjoyed by the Assignee, as fully and entirely as the same would have been held by the Assignor had this Assignment and sale not been made.

3. Assignor hereby covenants and agrees that the Assignor will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to said inventions and to obtain Letters Patent therefor, and the Assignor hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to the said Assignee in accordance with this Agreement.



**SCHEDULE A**

**PATENTS**

	Patent Name	Registration Number	Owner
1.	TIME-DELAYED SELF-CANCELLING TURN SIGNAL	5260685	1
2.	SHOCK RESISTANT VEHICULAR LAMP	4703400	1
3.	AUTOMOTIVE MARKER LAMP	5388035	1
4.	VEHICLE SIGNAL LAMP ASSEMBLY	5486991	1
5.	VEHICLE SIGNAL LAMP ASSEMBLY	App. No. 2153476	3
6.	MULTI-TRAILER LAMP WIRING & CONTROL SYSTEM	App. No. 60/316119	1
7.	SIGNAL LAMP FLASHER CIRCUIT (Invention Disclosure)	Docket. No. ID-326	2

\* Owners are defined as follows:

- 1) Federal-Mogul World Wide, Inc., a Michigan corporation
- 2) Federal-Mogul Ignition Company, a Delaware corporation
- 3) Federal-Mogul Corporation, a Michigan corporation