

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DANA CORPORATION	09/21/2007

RECEIVING PARTY DATA

Name:	COUPLED PRODUCTS LLC
Street Address:	2910 WATERVIEW DRIVE
City:	ROCHESTER HILLS
State/Country:	MICHIGAN
Postal Code:	48309

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	7114525
Application Number:	11102987
Application Number:	11338993
Application Number:	11119030
Patent Number:	7325570
Patent Number:	6453539
Patent Number:	6155378
Patent Number:	6419278
Patent Number:	7063181
Patent Number:	6705148
Patent Number:	7025126
Patent Number:	6848476
Patent Number:	6658118
Patent Number:	6688423
Patent Number:	6598906

PATENT

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Patent Number:	6568500
Patent Number:	6830075
Patent Number:	7032500
Patent Number:	6598286
Patent Number:	7178836

CORRESPONDENCE DATA

Fax Number: (212)736-2427

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jdecker@ddkpatent.com

Correspondent Name: William C. Gehris

Address Line 1: 485 Seventh Ave.

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:

196.1002

NAME OF SUBMITTER:

William C. Gehris (Reg. No. 38,156)

Total Attachments: 4

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Execution Version

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "*Agreement*"), dated September 21, 2007, is entered into by and between Dana Corporation, a corporation organized under the laws of the Commonwealth of Virginia (the "*Seller*") and Coupled Products LLC (f/k/a Coupled Products Acquisition LLC), a limited liability company organized under the laws of the State of Delaware (the "*Purchaser*"). Capitalized terms used herein and not defined shall have the meanings set forth in that certain Asset Purchase Agreement, dated as of May 28, 2007, as subsequently amended on August 30, 2007, by and between the Seller and the Purchaser (the "*Purchase Agreement*").

WHEREAS, the Seller wishes to sell, assign, and convey or otherwise transfer all of its right, title, interest and obligations in, to and under certain contracts identified on Exhibit A hereto (the "*Contracts*"), and the Purchaser wishes to accept from the Seller the assignment of the Seller's right, title, interest and obligations in to and under such Contracts;

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1 Assignment of Contracts. Effective as of the Closing Date, the Seller hereby irrevocably assigns, sells, transfers, conveys and sets over all of its right, title, interest and obligations in and to the Contracts (collectively, the "*Assignment*") and the Purchaser hereby accepts the Assignment and agrees to assume all Liabilities under the Contracts arising exclusively on or after the Closing, excluding any such Liabilities to the extent caused by or resulting from a breach or default by Seller prior to the Closing under such Contracts.

Section 2 General. This Agreement: (a) does not modify or affect, and is subject to, the provisions of the Purchase Agreement, and (b) may be signed in counterparts. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Agreement, the provisions of the Purchase Agreement will control.

Section 3 Amendment. This Agreement may not be terminated, amended, supplemented, waived or modified except in writing, signed by the parties hereto.

Section 4 Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, including all matters of construction, validity and performance (including Section 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules).

****SIGNATURE PAGE FOLLOWS****

The undersigned have signed this Agreement on September 21, 2007.

DANA CORPORATION

By: E P Haag
Name: Eric Haag
Title: Attorney-in-Fact

COUPLED PRODUCTS LLC

By: _____
Name: Paul Cumberland
Title: Manager

The undersigned have signed this Agreement on September 24, 2007.

DANA CORPORATION

By: _____
Name: Eric Haag
Title: Attorney-in-Fact

COUPLED PRODUCTS LLC

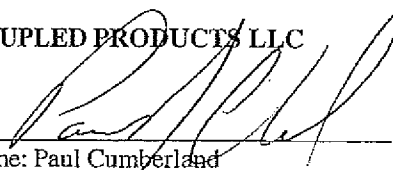
By:  _____
Name: Paul Cumberland
Title: Manager

Exhibit A

1. Patent License Agreement between Dana Corporation (Licensor) and Orhan Holding, A.S. (Licensee), dated June 30, 2007
2. Patent License Agreement between Dana Corporation (Licensee) and Orhan Holding, A.S. (Licensor), dated June 30, 2007
3. Supply Agreement between Orhan North America, Inc. (Supplier) and Dana Corporation, dated August 9, 2007
4. Supply Agreement between Orhan North America, Inc. and Dana Corporation (Supplier), dated August 9, 2007
5. Transition Services Agreement between Dana Corporation and Nobel Automotive Ohio LLC, dated August 9, 2007, as amended
6. Letter Agreement regarding items belonging to subsidiaries of Orhan Holding A.S. located at that certain plant in San Luis Potosi, Mexico, between Dana Corporation and Nobel Automotive Mexico, dated August 9, 2007