### Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT						
NATURE OF CONVEYANCE:			ASSIGNMENT					
CONVEYING PARTY DATA								
N			ame	Execution Date				
FKI Industries, Inc. 03/07/2000								
RECEIVING PARTY DATA								
Name:	Dura Automotive Systems Cable Operations, Inc.							
Street Address:	2791 Research Drive							
City:	Rochester Hills							
State/Country: Postal Code:	MICHIGAN 48309-3575							
Fostal Code.	40309-3375							
PROPERTY NUMBERS Total: 1								
Property Type			Number					
Patent Number: 5		53478	82					
Patent Number: 5347882   CORRESPONDENCE DATA CORRESPONDENCE DATA								
Fax Number:	Fax Number:(248)299-7690Correspondence will be sent via US Mail when the fax attempt is unsuccessful.Phone:248-299-7500							
Correspondence will b			hen the fax attempt is unsuccessful.					
Phone: 248-299-7500								
	Email: gipson.d@duraauto.com							
Correspondent Name: Delia R. Gipson   Address Line 1: 2791 Research Drive								
Address Line 4: Rochester Hills, MICHIGAN 48309-3575								
NAME OF SUBMITTER:			Delia R. Gipson					
Total Attachments: 6 source=011361 81407 - Executed Assignment between FKI and Dura#page1.tif source=011361 81407 - Executed Assignment between FKI and Dura#page2.tif source=011361 81407 - Executed Assignment between FKI and Dura#page3.tif source=011361 81407 - Executed Assignment between FKI and Dura#page4.tif source=011361 81407 - Executed Assignment between FKI and Dura#page5.tif source=011361 81407 - Executed Assignment between FKI and Dura#page6.tif								

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DURA AUTOMOTIVE SYSTEMS

## **KIRKLAND & ELLIS**

Fax Transmittal

Citigroup Center 153 East 53<sup>rd</sup> Street New York, New York 10022-4675 Phone: (212) 446-4800 Fax: (212) 446-4900

## Please notify us immediately if any pages are not received

THE INFORMATION CONTAINED IN THIS COMMUNICATION IS CONFIDENTIAL, MAY BE ATTORNEY-CLIENT PRIVILEGED, MAY CONSTITUTE INSIDE INFORMATION, AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. UNAUTHORIZED USE, DISCLOSURE OR COPYING IS STRICTLY PROHIBITED AND MAY BE UNLAWFUL,

#### IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AT: (212) 445-4800.

To:	Bob Roth, Esq.	From:	Hayley Smith
Company:	Dura Automotive	Fax #:	(212) 446-4900
Fax #:	(248) 299-7501	Direct #:	(212) 446-4727
Direct #:	(248) 299-7500	Date:	September 14, 2000
Pages;	6 (including this cover sheet)		

Message: Re: Patent Nos. 5347882 and 5772159

Dear Bob:

As you requested attached is a copy of the executed patent assignment between FKI and Dura. I do not know if it has been recorded with the PTO, as you had informed us that Dura would attand to that directly.

If we can be of any further assistance, please do not hesitate to contact us.

Regards, v Smit

Legal Assistant

This ASSIGNMENT is made on this \_\_\_\_\_day of \_\_\_\_\_\_day of \_\_\_\_\_\_

#### BETWEEN:

- (1) FKI INDUSTRIES INC., a New York corporation whose principal office is at 425 Post Road, Fairfield, Connecticut 06430-0970 (the "Assignor"); and
- (2) DURA AUTOMOTIVE SYSTEMS CABLE OPERATIONS, INC. f/k/a TRIDENT AUTOMOTIVE INC., a Delaware Corporation whose executive office is at 2791 Research Drive, Rochester Hills, Michigan 48309 (the "Assignce").

THE PARTIES AGREE as follows:

#### 1. **DEFINITIONS**

In this Agreement:

"Applications" means the Assignor's applications to register in the United States the patents listed in the schedule to this Assignment;

"Patents" means together the Applications and the Registered Patents;

"Registered Patents" means the United States registered patents listed in the schedule to this Assignment of which the Assignor is the registered proprietor;

"Sale Agreement" means the agreement dated 12 November 1997 and made between amongst others the Assignor and the Assignee under which the Assignor agreed to assign the Patents to the Assignee for the consideration specified in this Assignment.

#### 2. ASSIGNMENT

- 2.1 The Assignor warrants that it has changed its name on a number of occasions. It warrants that its previous names include American Chain & Cable Company, Acco Industries, Inc., Babcock Acco Inc., Acco Babcock Inc. and Babcock Industries Inc. The Assignor agrees that it will produce at the request of the Assignee, Change of Name Certificates evidencing these changes of name.
- 2.2 Pursuant to the Sale Agreement and in consideration of the sum of £1 now paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns and transfers to the Assignee absolutely:

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- 2.2.1 all of its right, title and interest in and to:
  - (a) the Registered Patents:
  - (b) the Applications with the intent that the grant of any patents pursuant to the Applications will be in the name of and will vest in the Assignee; and
  - (c) all the rights, powers, liberties and immunities conferred on the applicant for or registered proprietor of the Patents;
- 2.2.2 the right to sue for and to recover damages and other remedies in respect of any infringement of the Patents or other acts carried out by another person within the scope of the claims of any published specification of any of the Patents which may have occurred before the date of this Assignment; and
- 2.2.3 the exclusive right to apply for, prosecute and obtain patents or similar rights or production in respect of any of the inventions the subject-matter of the Patents in any country of the world (including the right to claim priority from the Patents).

#### 3. FURTHER ASSURANCE

The Assignor shall (and shall use its reasonable endeavors to procure that any third party shall) at the request of the Assignce and at the Assignce's expense do and execute or arrange for the doing and executing of each reasonably necessary act, document and things to register this Assignment (including producing evidence of its change of name), to effectively vest title to the Patents in the Assignce and to implement this Assignment and pending the doing and executing of such acts, deeds, documents and things the Assignor shall hold the legal estate in the Patents in trust for the Assignce.

#### 4. ASSISTANCE WITH APPLICATIONS

The Assignor shall on request by the Assignce and at the Assignce's expense give such assistance as the Assignce may reasonably request with the prosecution to grant of the Application.

#### 5. ASSISTANCE WITH PROCEEDINGS

If proceedings are instituted under or in respect of the Patents (including, without limitation, by way of claim, petition or counterclaim impugning the validity of a Registered Patent or a patent granted pursuant to an Application or opposing the grant of a patent pursuant to an Application) the Assignor shall give all reasonable

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assistance to the Assignee in relation to those proceedings (including participation in proceedings) subject to the payment by the Assignee of all the Assignor's reasonable costs in relation to such assistance.

#### 6. COUNTERPARTS

This Assignment may be executed in any number of counterparts each of which when executed and delivered is an original, but all counterparts together constitute the same document.

#### 7. GOVERNING LAW

This Assignment is governed by, and shall be construed in accordance with, English law.

EXECUTED by the parties

FKI INDUSTRIES INC.

By:\_ (Signature)

Name: Robert M. Miller Title: Vice President

## DURA AUTOMOTIVE SYSTEMS CABLE OPERATIONS, INC. f/k/a TRIDENT AUTOMOTIVE INC.

By: (Signature) Name:

Title:

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#### PATENT TOTAL P.04 REEL: 021462 FRAME: 0005

# STATE OF (our ecticut) COUNTY OF Fairfield) ss:

On this  $\int_{-\infty}^{\infty} day$  of March, 2000, there appeared before me Robert M. Miller personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of FK (Successful true action)

Bashara D. Lass gette Notary Public

My Commission Crip. May 21, 2002

STATE OF Muligan ) COUNTY OF Oakland ) SS:

On this <u>7</u><sup>cl</sup> day of <u>Maar 1</u>, 2000, there appeared before me <u>David Bree</u> personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of <u>Dava Automative Scaling he</u>.

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Carole a. Wel.

Notary Public

CAROLE A. WALDSCHMIDT Marry Public, Calinal County, MJ MC Commission Explore 03-26-2004

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TOTAL P.01

#### PATENT SCHEDULE

<u>Title</u>	Patent Number	Date Issued
Cable Mounting Construction	5347882	9/20/94
Conduit End Fitting	5772159	6/30/98

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TOTAL P.01

#### PATENT REEL: 021462 FRAME: 0007

**RECORDED: 08/29/2008**