



ASSIGNMENT OF TRADEMARKS AND GOODWILL

This Assignment is made effective as of the 4th day of August, 2000, by and between Varity Automotive Inc., a Delaware corporation with offices at 1900 Richmond Road, Cleveland, Ohio 44124 ("Assignor") and Kelsey-Hayes Company, a Delaware corporation with offices at 12025 Tech Center Drive, Livonia, Michigan 48150 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks and trademark registrations listed and/or described on Appendix A attached hereto and made a part hereof, and all of the goodwill associated therewith (the "Marks"); and

WHEREAS, Assignor has agreed to assign the Marks to Assignee.

NOW THEREFORE, for the sum of one dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, grant and convey to Assignee all right, title and interest in the Marks, and all issued registrations with respect to same, as well as the goodwill related to the Marks and the right to sue and to recover damages or other appropriate relief for past infringement of the Marks. Assignor will execute any and all further documents necessary to transfer to Assignee title in and to the Marks.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment on the day and year first above written.

VARIETY AUTOMOTIVE INC.  
By *Kelsey-Hayes Company,*  
*attorney-in-fact*

By: *William A. Fullmer*  
Name: *William A. Fullmer*  
Title: *Assistant Secretary*

Appendix A

**Trademarks in the Name of Varity Automotive Inc.**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ACCUSTAR	1,858,415	October 18, 1994
ANGLESTAR	1,813,552	December 28, 1993