

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Gates Corporation		02/09/2005	CORPORATION: DELAWARE
Airsprings de Mexico S.A. de D.V.		02/09/2005	CORPORATION: MEXICO
Gates GmbH		02/09/2005	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	Freudenberg-NOK General Partnership		
Street Address:	47690 E. Anchor Court		
City:	Plymouth		
State/Country:	MICHIGAN		
Postal Code:	48170		
Entity Type:	General Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78253520	SURERIDE	
CORRESPONDENCE DATA			
Fax Number:	(248)641-0270		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-641-1600		
Email:	docketingtm@hdp.com		
Correspondent Name:	Lisabeth H. Coakley		
Address Line 1:	Harness, Dickey & Pierce P.L.C.		
Address Line 2:	5445 Corporate Drive, Suite 400		
Address Line 4:	Troy, MICHIGAN 48323		
NAME OF SUBMITTER:	Jessica S. Sachs		
Signature:	/jss/		
Date:	03/23/2005		

CH \$40.00 78253520

Total Attachments: 6

source=IP Assignment#page1.tif

source=IP Assignment#page2.tif

source=IP Assignment#page3.tif

source=IP Assignment#page4.tif

source=IP Assignment#page5.tif

source=IP Assignment#page6.tif

Intellectual Property Assignment Agreement

- 1. Parties.** This Intellectual Property Assignment Agreement (“Agreement”) is between The Gates Corporation, a Delaware corporation, Airsprings de Mexico S.A. de D.V., a Mexico corporation (“Airsprings”), and Gates GmbH, a German corporation, on the one hand (collectively, “Assignors”), and Freudenberg-NOK General Partnership, a Delaware general partnership, on the other (“Assignee”). This Agreement is effective as of February 9, 2005 (the “Effective Date”). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Asset Purchase Agreement dated the date hereof among the Assignors, Assignee, Vibracoustic North America, L.P. and Vibracoustic de Mexico S.A. de C.V. (the “Purchase Agreement”).
- 2. Assignment.** In exchange for the consideration set forth in this Purchase Agreement, Assignors hereby assign, sell, transfer, convey and deliver to Assignee all of Assignor’s Intellectual Property Rights.
- 3. Intellectual Property Rights.** For the purpose of this Agreement the term “Intellectual Property Rights” means all of the following used or held for use in connection with the Business in any jurisdiction throughout the world, other than the Gates Rights: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos (including but not limited to the logo currently used by Airsprings), slogans, trade names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, including, but not limited to, formulas and processes related to the production of rubber by Gates de Mexico, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all other proprietary rights, (g) all copies and tangible embodiments of any of the foregoing (in whatever form or medium), (h) all goodwill associated with any of the foregoing, (i) all licenses and sublicenses granted and obtained with respect to any of the foregoing and all rights thereunder, (j) all remedies against infringement of any of the foregoing, and (k) all rights to protection of interests in any of the foregoing.
- 4. Assistance.** Assignors agree to provide, at no additional cost, whatever assistance is required by Assignee to perfect and enforce its interests in the Purchased Assets, including, but not limited to, cooperation with Assignee’s attorneys in the preparation of applications for copyright, patent and/or trademark protection of the Purchased Assets, and the transfer of all internet domain name registrations.

5. **Counterparts/Facsimile.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement may be executed and delivered by facsimile transmission with the same effect as if a manually signed original were personally delivered.

6. **General Provisions.** This Agreement shall be governed by the laws of the State of New York (exclusive of its choice of law rules), and the federal laws of the U.S. This Agreement shall be binding upon and inure to the benefit of the parties' successors, and assigns.

[Signature page follows]

AGREED AND ACCEPTED:

ASSIGNORS:

THE GATES CORPORATION

By: Thomas C. Reeve
Thomas C. Reeve
Its: Authorized Representative

Date: February __, 2005

GATES GMBH

By: Thomas C. Reeve
Thomas C. Reeve
Its: Authorized Representative

Date: February __, 2005

AIRSPRINGS DE MEXICO S.A. DE C.V.

By: Thomas C. Reeve
Thomas C. Reeve
Its: Authorized Representative

Date: February __, 2005

ASSIGNEE:

FREUDENBERG-NOK GENERAL PARTNERSHIP

By: _____
Ludger Neuwinger-Heimes
Its: Chief Financial Officer

Date: February __, 2005

STATE OF Colorado
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 9th day of February ²⁰⁰⁵ by Thomas C. Reeves on behalf of The Gates Corporation.

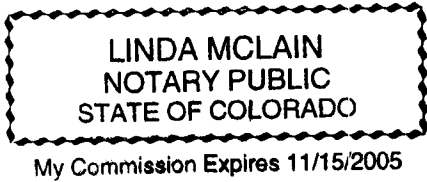
Linda McClain

LINDA MCLAIN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11/15/2005

Notary Public
Denver County, Colorado
My commission expires: 11/15/05
Acting in Denver County

STATE OF Colorado)
COUNTY OF Denver) ss.

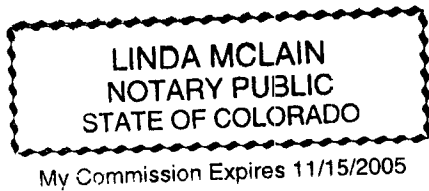
The foregoing instrument was acknowledged before me this 9th day of Feb, 2005 by Thomas C. Reeve on behalf of Gates GmbH.



Linda McClain
Notary Public
Denver County, Colorado
My commission expires: 11/15/05
Acting in Denver County

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 9th day of Feb, 2005 by Thomas C. Reeve on behalf of Airspings de Mexico S.A. de C.V..



Linda McClain
Notary Public
Denver County, Colorado
My commission expires: 11/15/05
Acting in Denver County

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ___ day of ___ by Ludger Neuwinger-Heimes on behalf of Freudenberg-NOK General Partnership.

Notary Public
_____ County, _____
My commission expires: _____
Acting in _____ County

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of ____ by Thomas C. Reeve on behalf of Gates GmbH.

Notary Public
_____ County, _____
My commission expires: _____
Acting in _____ County

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of ____ by Thomas C. Reeve on behalf of Airspings de Mexico S.A. de C.V..

Notary Public
_____ County, _____
My commission expires: _____
Acting in _____ County

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 9th day of Feb. 2005 by Ludger Neuwinger-Heimes on behalf of Freudenberg-NOK General Partnership.

Windy Lee Monroe

Notary Public
WAYNE County, MICHIGAN
My commission expires: 7-26-08
Acting in WAYNE County

WINDY LEE MONROE
Notary Public, Wayne County, MI
My Commission Expires 07/26/2008