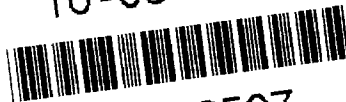


10-03-2005



103092597

9/28/05

RECORDED
TR

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Kelsey-Hayes Company

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) January 9, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Universal Automotive, Inc.

Internal Address: _____

Street Address: 11859 South Central Ave.

City: Alsip

State: Illinois

Country: U.S.A. Zip: 60803

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
Citizenship _____
Citizenship Illinois
Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,943,776

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deborah A. Melchi

Internal Address: Olson & Hierl, Ltd.

Street Address: 20 North Wacker Drive
36th Floor

City: Chicago

State: Illinois Zip: 60606

Phone Number: (312) 580-1180

Fax Number: (312) 580-1189

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed **Check No. 28507**

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Deborah A. Melchi

Signature

September 26, 2005

Date

Deborah A. Melchi, Paralegal

Total number of pages including cover sheet, attachments, and document:

10

09/30/2005 DBYRNE 00000059 1943776

Name of Person Signing

01 FC:8521

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of January 9, 2004 by KELSEY-HAYES COMPANY, a Delaware corporation having offices at 12025 Tech Center Drive, Livonia, Michigan 48150 ("K-H") and UNIVERSAL AUTOMOTIVE, INC., an Illinois corporation having its principal offices at 11859 S. Central Ave., Alsip, Illinois 60803 ("UBP").

RECITALS

WHEREAS, K-H and UBP have entered into an Asset Purchase Agreement of even date herewith ("the Closing Date"), providing for the purchase by UBP of a business unit of K-H that sells braking, steering, suspension and clutch products in the independent aftermarket in the United States (the "Business" or "Autospecialty" as defined in the Asset Purchase Agreement);

WHEREAS, pursuant to the Asset Purchase Agreement, K-H desires to assign to UBP all of K-H's right, title, and interest in and to the trademark registrations and applications listed on Exhibit A attached hereto and incorporated herein, together with the goodwill of the business pertaining thereto (the "Autospecialty Trademarks"); and

WHEREAS, to effect such assignment of the Autospecialty Trademarks to UBP, K-H desires to assign to UBP all of K-H's right, title, and interest in and to all of the Autospecialty Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to induce UBP to consummate the transactions contemplated by the Asset Purchase Agreement, the K-H hereby agree as follows:

1. Assignment. Effective as of the Closing Date, K-H does hereby sell, transfer, convey, assign and deliver to UBP all of the K-H's right, title, and interest in and to the Autospecialty Trademarks, together with the goodwill of the business pertaining thereto, the same to be held by UBP for UBP's own use and enjoyment, and for the use and enjoyment of UBP's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by K-H if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Autospecialty Trademarks, along with the right to sue for and collect such damages for the use and benefit of UBP and UBP's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt,

the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

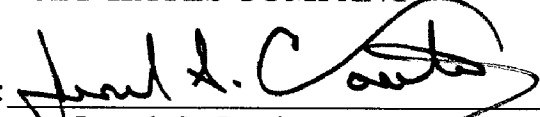
3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Autospecialty Trademarks and related rights in UBP.

4. Recording of Assignment. K-H hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications as, to issue the same to UBP and UBP's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Assignment 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 such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

KELSEY-HAYES COMPANY

By: 
Name: Joseph S. Cantie
Its: Vice President and Treasurer

UNIVERSAL AUTOMOTIVE, INC.

By: _____
Name: Arvin Scott
Its: President

the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

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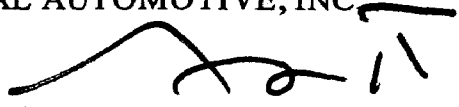
By:  _____
Name: Arvin Scott
Its: President

EXHIBIT A

Trademark	Registration Number	Registration Date
AUTOSPECIALTY (word and da Vinci design)	1943776	Dec-26-1995
9-1-1 EXTREME PERFORMANCE	2160180	May-26-1998
METAL-LUX	1550893	Aug-08-1989
POWER STOP	2194759	Oct-13-1998
SUPER KIT	2266009	Aug-03-1999
SUPER-LUX	1550892	Aug-08-1989
VALU MAXX	2227112	Mar-02-1999

Acknowledgement by Notary Public

State of Michigan

County of Wayne

On this 28th day of January, 2004, before me, the undersigned Notary Public, personally appeared Joseph S. Cantie, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: Barbara B. Johnson

Name: Barbara B. Johnson, Notary Public

BARBARA B. JOHNSON
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Jun 10, 2006

Acknowledgement by Notary Public

State of IL

County of Cook

On this 26th day of January, 2004, before me, the undersigned Notary Public, personally appeared Arvin Scott, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: Denise M. Grisson



Name: Denise M. Grisson, Notary Public