

03-05-2007



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To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below

3,2107

1. Name of conveying party(ies):

DANA CORPORATION -- Execution Date: January 5, 2007

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

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) January 5, 2007

- 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: Hendrickson USA, L.L.C.  
 Internal Address:  
 Street Address: 2070 Industrial Place, S.E.  
 City: Canton  
 State: Ohio  
 Country: USA Zip: 44707-2600

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware LIMITED LIABILITY
- Other 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)  
78/107,412

B. Trademark Registration No.(s)  
3,127,951 and 3,009,049

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
78/107,412 for ADVANTAGE; 3,127,951 for SMARTRIDE and 3,009,049 for SMARTSLIDER

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

Name: Donald J. Bobak, Esq.  
 Internal Address: Renner, Kenner, Greive, Bobak, Taylor & Weber  
 Street Address: First National Tower, 4th Floor  
 City: Akron  
 State: Ohio Zip: 44308  
 Phone Number: 330-376-1242  
 Fax Number: 330-376-9646  
 Email Address: bobak@rennerkenner.com

6. Total number of applications and registrations involved:

Three (3)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

9. Signature:

*Donald J. Bobak*  
Signature

February 28, 2007  
Date

Donald J. Bobak  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 5, 2007, is by and between DANA CORPORATION, a Virginia corporation ("Debtor Seller"), in favor of HENDRICKSON USA, L.L.C., a Delaware limited liability company ("Purchaser").

WHEREAS, this Assignment is being executed and delivered in connection with the consummation of the sale and purchase transaction contemplated in that certain Asset Purchase Agreement by and between Debtor Seller and Purchaser, dated as of September 11, 2006, as amended (hereinafter called the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment have the respective meanings set forth in the Purchase Agreement, the applicable terms of which are hereby incorporated by reference into this Assignment;

WHEREAS, pursuant to Section 2.01 of the Purchase Agreement, Debtor Seller has agreed to sell, convey, transfer and assign to Purchaser, and Purchaser has agreed to purchase, all of Debtor Seller's right, title and interest in and to the Domestic Net Assets, including, without limitation, the Intellectual Property listed on Schedule 2.01(c) of the Purchase Agreement (the "Purchased Intellectual Property");

WHEREAS, pursuant to that certain Bill of Sale dated as of the date hereof, Debtor Seller irrevocably and unconditionally sold, conveyed, transferred and assigned to Purchaser all of Debtor Seller's right, title and interest in and to the Domestic Net Assets other than the Purchased Intellectual Property and the Assigned Agreements;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated as of the date hereof, Debtor Seller irrevocably and unconditionally sold, conveyed, transferred and assigned to Purchaser all of Debtor Seller's right, title and interest in and to the Assigned Agreements;

WHEREAS, the Purchased Intellectual Property other than the Trademarks (as defined below) shall be conveyed by Debtor Seller to Purchaser pursuant to an Intellectual Property Assignment Agreement and a Patent Assignment each dated as of the date hereof;

WHEREAS, pursuant to Section 4.03(c)(ii) of the Purchase Agreement, Debtor Seller has agreed to execute and deliver this Assignment to Purchaser as of the Closing Date; and

WHEREAS, Assignor desires to convey to Assignee all rights, title, and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the premises and mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt

and sufficiency of which is hereby acknowledged, Debtor Seller, intending to be legally bound, hereby agrees as follows:


1. Debtor Seller does hereby irrevocably and unconditionally sell, convey, transfer and assign to Purchaser and its successors and assigns, to and for its or their use forever all of the right, title, and interest of Debtor Seller in and to the trademarks set forth on Schedule 1 (the "Trademarks") free and clear of all Claims and Liens, together with the goodwill that Debtor Seller has developed in the Trademarks, to be held and enjoyed by Purchaser for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Debtor Seller had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Purchaser include Debtor Seller's rights in the pending applications and registrations for the Trademarks.
2. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Trademarks, and to receive any and all damages awarded as a result of any such claim.
3. The terms and provisions of this Assignment shall be binding upon Debtor Seller and its respective successors and assigns, and shall inure to the benefit of Purchaser and its successors and assigns.
4. Nothing in this Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.
5. This Assignment shall be governed by and construed and enforced in accordance with (a) the laws of the state of New York applicable to contracts executed in and to be performed entirely within that state, without reference to conflicts of laws provisions and (b) the Bankruptcy Code, to the extent applicable.
6. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

[Reminder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first set forth above.

**DEBTOR SELLER:**

**DANA CORPORATION,**  
a Virginia corporation

By   
Name: Teresa Mulawa  
Title: Treasurer

# SCHEDULE 1

## Trademarks

Trademark	Country	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Owner
Advantage	USA	Suspended	78107412	02-07-2002			Dana Corporation
EZ-Pull	USA	Common Law					Dana Corporation
Smart Ride	USA	Searched					Dana Corporation
Smarride	USA	Registered	78513100	11-08-2004	3127951	8-8-2006	Dana Corporation
Smartslider	USA	Registered	76210584	02-15-2001	3009049	10-25-2005	Dana Corporation
Sta-Align	USA	Common Law					Dana Corporation

V4086982  
Trademark Assignment Agreement

RECORDED: 03/02/2007

TRADEMARK  
REEL: 003496 FRAME: 0385