

01-25-1999

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name McLaren North America, Inc. Execution Date 010699
Month Day Year

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name McLaren Engines, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 32233 West Eight Mile Road

Address (line 2) _____

Address (line 3) Livonia MI 48152
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

01/21/1999 DNGUYEN 00000181 1007340

01 FC:481 40.00 OP
02 FC:482 75.00 OP

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 1842 FRAME: 0760

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

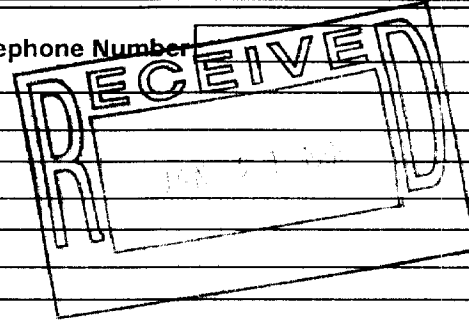
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Yvette M. VanRiper

Yvette M. VanRiper

January 12, 1999

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, McLAREN NORTH AMERICA, INC., a Delaware corporation with its principal office located at 175 East Main Street, Norwich, New York 13815 ("Assignor") uses the name "McLAREN" as part of its business name McLaren North America, Inc., and uses the marks "McLAREN" and the "McLAREN" design logo (the name and marks hereinafter referred to as "Marks") and the following registrations thereof in the United States Patent and Trademark Office:

| <u>U.S. Registration No.</u> | <u>Mark</u> |
|------------------------------|-------------------------------|
| 1,007,340 | Stylized Design - McLAREN |
| 1,641,634 | McLAREN |
| 1,620,558 | McLaren Logo-Three Kiwi Birds |
| 2,002,392 | McLaren Logo-Three Kiwi Birds |

WHEREAS, in connection with a certain Agreement and Plan of Merger dated December 18, 1998 (the "Agreement"), it has been agreed that the Assignor will assign the Marks and registrations thereof and the goodwill incident thereto to McLAREN ENGINES INC., a Delaware corporation with its principal office located at 32233 West Eight Mile Road, Livonia, Michigan 48152 ("Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all right, title and interest of the Assignor in each of the Marks, the above registrations thereof, and all goodwill incident thereto, including without limitation any divisions, continuations or reissues thereof and the right to sue and collect damages for past infringement. Assignor further agrees to execute all instruments or documents required or requested for the purpose of protecting title to the Marks and registrations therefor for the benefit of the Assignee which are transferred hereby without further or other consideration than above set forth. Such sale, assignment, transfer, conveyance and delivery shall be effective as of the date hereof and is given pursuant to and is subject to the Agreement.

Assignor further agrees that it will as of the date of this Assignment discontinue all use of the said Marks or any other name or marks confusingly similar thereto.

McLAREN NORTH AMERICA, INC.,
a Delaware corporation

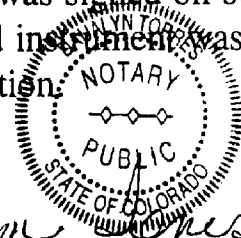
Dated: January 6, 1999

By: 

H. William Smith, Jr., President

STATE OF Colorado
County of Eagle)ss.

On December 31, 1998, before me, a Notary Public in and for said County, appeared H. William Smith, Jr., to be personally known, who, being by me duly sworn, did say that he is the President of Assignor, the corporation named in and which executed the within instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said instrument was acknowledged to me to be the free act and deed of said corporation.



Dawn Jones
Notary Public, Eagle County
MY COMMISSION EXPIRES: August 13, 2002
My Commission Expires: 8-13-02