

NAPA MANUFACTURER'S TRADEMARK AGREEMENT

THIS AGREEMENT, made and entered into this day of December 13, 1982 between NATIONAL AUTOMOTIVE PARTS ASSOCIATION, a Michigan corporation, having its principal offices at Suite 1129, Parklane Towers West, Dearborn, Michigan (hereinafter referred to as LICENSOR), and

DANA CORPORATION

a Virginia corporation, having its principal offices at 5566 Southwyck Boulevard, Toledo, Ohio (hereinafter referred to as "LICENSEE").

WITNESSETH THAT:

WHEREAS, LICENSOR is the sole and exclusive owner of various trademarks including, but not limited to, the trademarks "NAPA" and "NAPA and Design" (hereinafter referred to as "said trademarks"), the good will established by the use of said trademarks, the various United States trademark registration thereon.

WHEREAS, LICENSEE is desirous of obtaining a non-exclusive and limited license to use one or more of said trademarks on products manufactured, supplied and/or sold by SEE.

NOW, THEREFORE, for good and valuable consideration, and sufficiency whereof is hereby acknowledged, in consideration of the mutual covenants and agreements contained, it is mutually agreed as follows:



SCF-NAPA-1780

1. LICENSOR hereby grants to LICENSEE a royalty-free, non-exclusive and limited license, subject to the terms and conditions hereinafter set forth, to use one or more of the following trademarks owned and controlled by LICENSOR on the following products:

Licensed Trademarks

NAPA
NAPA & Design

Line of Products

Engine Parts
Chassis Parts
Oil Seals

2. LICENSEE hereby agrees to manufacture, supply and/or sell the line of products bearing one or more of said trademarks as specified in paragraph 1 above solely to NAPA Distribution Centers for distribution in the United States of America as might be identified by LICENSOR or any of its members. LICENSEE, when manufacturing, supplying and/or selling the line of products set forth in paragraph 1 above for and to others not including NAPA Distribution Centers in its usual and customary course of business shall not use any of said trademarks.

3. LICENSOR shall control and designate the manner in which said line of products shall be labelled as well as

the manner in which said trademarks shall be applied to and represented on said labelling. In the absence of any specific instructions to the contrary, the labelling of said products shall include the following statement or an appropriate modification thereof as approved by LICENSOR:

"Supplied for NAPA
Distribution Centers
by (Insert Name of
Licensee and Location
of Licensee)"

With respect to the foregoing specific labelling designation, in the event that LICENSEE has in stock previous labels not meeting the requirements set forth herein, LICENSEE is granted the right to continue use of such previous labels until the stock thereof is exhausted, but thereafter any new labels must conform with the provisions set forth herein.

4. LICENSOR reserves the right to approve the name to be used by LICENSEE to identify LICENSEE on all labels bearing said trademarks and, in the event that such name has been or is used to identify LICENSEE solely in connection with the manufacture, supply and/or sale of the aforesaid line of products under the terms of this agreement, LICENSEE agrees to discontinue use of such name and to assign the rights to use such name to LICENSOR upon termination of this agreement. LICENSOR acknowledges that it has no rights in any other trademarks owned by LICENSEE and by this agreement does not acquire any such rights.

5. LICENSEE agrees not to use any of said trademarks in the United States of America for any other purpose than on or in connection with the supply of said line of products to NAPA Distribution Centers. LICENSOR reserves the right to inspect and test each product manufactured, supplied and/or sold by LICENSEE on which and in connection with which said trademarks are used to insure and maintain the quality and standards of each such product and proper use of such trademarks. LICENSOR further reserves the right of access to any manufacturing and/or packaging operations of LICENSEE for observation thereof upon reasonable notice to and approval by LICENSEE. From time to time or upon any reasonable request from LICENSOR or its designee, LICENSEE shall furnish samples of such products for inspection and testing, as well as samples of the packages of such products for inspection, to LICENSOR or its designee to facilitate the foregoing rights.

6. Without written consent from LICENSOR, LICENSEE shall not sell, assign or in any way transfer this agreement or any rights thereunder to any person, firm, partnership or corporation, nor does LICENSEE have the right to grant any sublicense hereunder.

7. LICENSOR reserves to itself the right to sell, assign or transfer all or any of its rights under this agreement, and all or any of its rights in, to and under said trademarks and any registrations thereof.

8. If LICENSEE shall, for any reason whatsoever, cease to do business or become incapable of manufacturing or supplying any of said line of products, then this agreement and the license granted hereby shall become null and void as of the date of such incapacity.

9. No warranties shall be deemed to be given by LICENSOR with respect to its title in, to or under said trademarks or its or LICENSEE's rights to use or permit use of any of said trademarks.

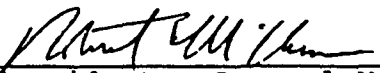
10. The rights and powers hereby granted to LICENSEE are those of a licensee only. Nothing herein contained shall be so construed as constituting LICENSEE a general agent or as authorizing LICENSEE to incur financial obligations in the name of LICENSOR; and it is specifically understood and agreed that under no circumstances shall any power granted, or which may be deemed to be granted, to LICENSEE, be deemed to be coupled with an interest. Nothing herein shall be so construed as to constitute the relationship hereby created a joint venture or a partnership between LICENSOR and LICENSEE.

11. LICENSEE expressly understands and agrees that by acquiring the non-exclusive right to use any of said trademarks, it does not acquire any right, title or interest in, to or under any of said trademarks or the good will established thereby, other than the limited, non-exclusive right to apply the same to the line of products under the provisions and

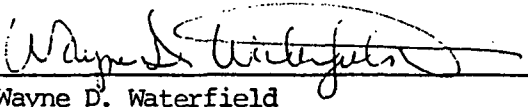
18. Any notice required hereunder shall be in writing and may be served personally or by depositing the same addressed to the last known address of the party on which notice is being served in the official mails of the United States, or by delivering the same, toll prepaid, by suitable telegraphic transmission. Any such notice shall be deemed to have been served as of the date of receipt of mailing or of telegraphic transmission or of personal service.

IN WITNESS WHEREOF, the parties hereto, by their
duly authorized agents, have caused this agreement to be
signed and to be made effective on the date and year above
written.

NATIONAL AUTOMOTIVE PARTS ASSOCIATION

BY: 
Vice President & General Manager

DANA CORPORATION
PARTS CRAFT DIVISION

BY: 
Wayne D. Waterfield
Vice President & General Manager