

MPO
12-21-99

02-01-2000



101255003

JC525 U.S. PTO
09/469072
12/21/99

To the Honorable C
Please record the att.

1. Name of Conveying Party(ies):

Dalc K. Bell
Jay Sandler

2. Name and address of receiving party(ies)

Name: Meritor Heavy Vehicle Systems, LLC.

Internal Address: Same as address

Additional name(s) of conveying party(ies) attached? ___
Yes ___ No X

Street Address: 2135 West Maple Road

3. Nature of conveyance:

X Assignment ___ Merger
___ Security Agt. ___ Change of
___ Other Name

City: Troy State: Michigan Zip: 48084

Additional name(s) & address(es) attached: ___ Yes X No

Execution Date: 10/25/99 and 12/03/99

4. Application number(s) or patent number(s): To be determined.

If this document is being filed together with a new application, the execution date is: December 21, 1999

A. Patent Application No.(s)

B. Patent No(s).

09/469072 Additional numbers attached: ___ Yes X No

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

Name: Theodore W. Olds, Esq.

Howard & Howard Attorneys, P.C.

Internal Address: 1400 North Woodward Avenue, Suite 101
Bloomfield Hills, MI 48304

Street Address: 1400 North Woodward Avenue, Suite 101

City: Bloomfield Hills State: MI Zip: 48304

6. Total no. of applications and patents involved 1

7. Total fee (37 CFR 3.41) \$ 40.00
X Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
08-2789

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

Signature

Theodore W. Olds, Esq.
Reg. No. 33,080

December 21, 1999
Date

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

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40.00 DP
12/28/2000 UPBROW
01 FC:301

PATENT

ASSIGNMENT

(Joint Inventors)

WHEREAS, we, **Dale Bell and Jay Sandler**, (hereinafter referred to as Assignors), residing respectively at **2709 Hummer Lake Road, Ortonville, Michigan 48462 and 3380 Landview, Rochester, Michigan 48306**, have invented new and useful improvements in:

SUBFRAME DRIVELINE MODULE

which is set forth in an application in the United States executed on even date herewith:

AND WHEREAS, **Meritor Heavy Vehicle Systems, LLC**, (hereinafter referred to as Assignee), of **2135 West Maple Road, Troy, 48084-7186**, is desirous of acquiring the entire right, title and interest in and to said invention and said Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, be it known by all whom it may concern, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors have assigned, sold and set over, and by these presents assign, sell and set over unto the Assignee, its successors, legal representatives and assigns, for the territory of the United States of America and all foreign countries, the entire right, title and interest in and to said invention, said application for Letters Patent, including the right to file foreign patent applications corresponding to said application, and the right to claim the priority date of said United States patent application and any legal equivalents thereof, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of said application, or re-issues or extensions of said Letters Patent or Patents prepared and executed by Assignors on even date herewith, the same to be held and

would have been held by the Assignors had this Assignment and sale not been made.

AND the Assignors hereby covenant and agree that the Assignors will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to said invention and to obtain Letters Patent therefor, and the Assignors hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the said Assignee in accordance with this Agreement.

IN TESTIMONY WHEREOF, I sign below this 35th day of Oct, 19 .



Dale K. Bell

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

Before me personally appeared said A1, and acknowledged the foregoing instrument to be his own free act and deed, this 25th day of October, 19 .



(NOTARY)

My Comm. Expires on 12/31/19
My Comm. Expires on 12/31/19
My Comm. Expires on 12/31/19

SEAL

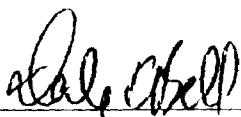
IN TESTIMONY WHEREOF, I sign below this ___ day of _____, 19 .

Jay Sandler

would have been held by the Assignors had this Assignment and sale not been made.

AND the Assignors hereby covenant and agree that the Assignors will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to said invention and to obtain Letters Patent therefor, and the Assignors hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the said Assignee in accordance with this Agreement.


IN TESTIMONY WHEREOF, I sign below this 25th day of Oct, 19 99.



Dale K. Bell

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

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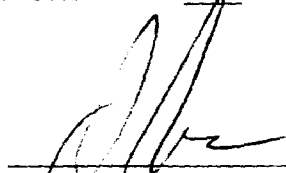


(NOTARY)

LAURA J. THOMAS
Notary Public, Oakland County, MI
My Commission Expires Jan. 24, 2002

SEAL

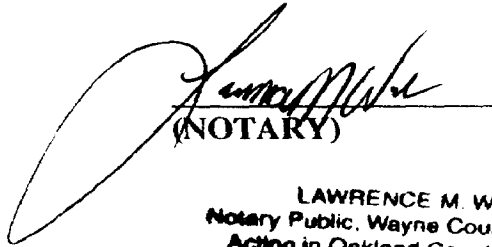
IN TESTIMONY WHEREOF, I sign below this 30th day of DECEMBER, 1999



Jay Sandler

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

Before me personally appeared said Jay Sandler and acknowledged the foregoing instrument to be his own free act and deed, this 3rd day of Dec, 1999.


(NOTARY)

LAWRENCE M. WASIK
Notary Public, Wayne County, Michigan
Acting in Oakland County, Michigan
My Commission Expires June 26, 2003

SEAL

Please address all correspondence and telephone calls and, upon recordation, please return this document to:

Theodore W. Olds, Esq.
HOWARD & HOWARD ATTORNEYS, P.C.
1400 North Woodward Avenue
Suite 101
Bloomfield Hills, Michigan 48304-2856
(248) 645-1483

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(Joint Inventors)

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AND the Assignors hereby covenant and agree that the Assignors will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to said invention and to obtain Letters Patent therefor, and the Assignors hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the said Assignee in accordance with this Agreement.

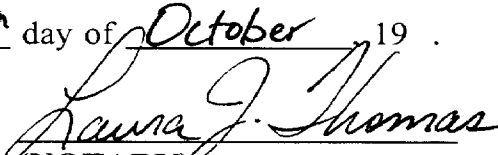
IN TESTIMONY WHEREOF, I sign below this 25th day of Oct, 19 .



Dale K. Bell

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

Before me personally appeared said A1, and acknowledged the foregoing instrument to be his own free act and deed, this 25th day of October, 19 .



(NOTARY)

LAURA J. THOMAS
Notary Public for the State of Michigan, MI
My Commission Expires on Jan 24, 2002

SEAL


IN TESTIMONY WHEREOF, I sign below this ___ day of _____, 19 .

Jay Sandler

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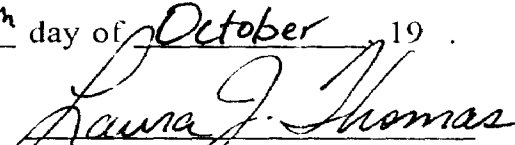
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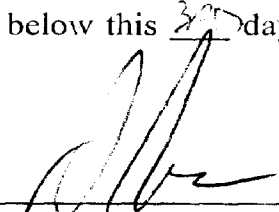


(NOTARY)

LAURA J. THOMAS
Notary Public, Macomb County, MI
My Commission Expires Jan. 28, 2002

SEAL

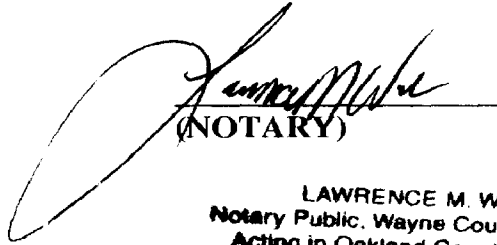
IN TESTIMONY WHEREOF, I sign below this 30th day of December, 1999



Jay Sandler

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

Before me personally appeared said Jay Sandler and acknowledged the foregoing instrument to be his own free act and deed, this 3rd day of Dec, 1999.


(NOTARY)

LAWRENCE M. WASIK
Notary Public, Wayne County, Michigan
Acting in Oakland County, Michigan
My Commission Expires June 26, 2003

SEAL

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Suite 101
Bloomfield Hills, Michigan 48304-2856
(248) 645-1483

g:\m\meritor\ip00224\patent\assign.