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PATENTS ONLY

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

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Correction of PTO Error  
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Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Meritor Light Vehicle Systems, Inc.

Execution Date  
Month Day Year  
11/30/99

Name (line 2)

Second Party

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Dura Operating Corp.

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 is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1) 2791 Research Drive

Address (line 2)

Address (line 3) Rochester Hills Michigan 48309  
City State/Country Zip Code

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)

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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. 20231

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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. #

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

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

**Patent Application Number(s)**

**Patent Number(s)**

SEE ATTACHMENT

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT  PCT  PCT   
PCT  PCT  PCT

**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.*

Seth Traxler

*Seth Traxler*

12/30/99

Name of Person Signing

Signature

Date

ATTACHMENT TO RECORDATION FORM COVER

U.S. PATENTS

<u>TITLE</u>	<u>PATENT NO.</u>	<u>ISSUE</u>
Infinitely Variable Seat Recliner Mechanism	4,313,638	02/02/82
Support for Seat Adjusting Device	4,552,405	11/12/85
Housing For Seat Adjuster Locking Mechanism	4,592,591	06/03/86
Actuator For Push-Pull Mechanism	4,622,862	11/18/86
Composite Rod Structure	4,756,965	07/12/88
Horizontal Seat Position Adjuster	5,222,402	06/29/93
Vertical Seat Position Adjuster	5,222,710	06/29/93
Vertical Seat Track Assembly	5,222,814	06/29/93
Vertical Seat Position Adjuster	5,299,771	04/05/94
Horizontal Seat Position Adjuster	5,349,878	09/27/94

U.S. PATENT APPLICATION

<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
	09/113,486	07/10/98

**OMNIBUS PATENT ASSIGNMENT**

This PATENT ASSIGNMENT (this "Assignment") is made and entered into this 30<sup>th</sup> day of November, 1999 (the "Effective Date") by and between Meritor Light Vehicle Systems, Inc., a Delaware corporation, having a place of business at 2135 West Maple Road, Troy, Michigan 48084 (the "Assignor"), and Dura Operating Corp., a Delaware corporation, having a principal place of business at 2791 Research Drive, Rochester Hills, Michigan 48309 (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of October 27, 1999, ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Canadian and U.S. Business as defined in the Purchase Agreement;

WHEREAS, Assignor wishes to assign those United States patents and patent application identified and set forth on Schedule A, and the foreign patents identified and set forth on Schedule B (collectively, the "Patents"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Patents, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any patents that may issue thereon, and any continuations, divisions,

continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof and including the subject matter of all claims which may be obtained therefrom, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or, in the case of countries outside the United States, the analogous individual or agency responsible for patents, to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent thereon to Assignee, as assignee of Assignor's entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (a) in the preparation and prosecution of any applications covering the inventions assigned herein; (b) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein,

including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (c) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (d) in the implementation or perfection of this Assignment.

\* \* \* \* \*



**MERITOR LIGHT VEHICLE SYSTEMS, INC.**

**SCHEDULE A**

**U.S. PATENTS**

<b><u>TITLE</u></b>	<b><u>PATENT NO.</u></b>	<b><u>ISSUE</u></b>
Infinitely Variable Seat Recliner Mechanism	4,313,638	02/02/82
Support for Seat Adjusting Device	4,552,405	11/12/85
Housing For Seat Adjuster Locking Mechanism	4,592,591	06/03/86
Actuator For Push-Pull Mechanism	4,622,862	11/18/86
Composite Rod Structure	4,756,965	07/12/88
Horizontal Seat Position Adjuster	5,222,402	06/29/93
Vertical Seat Position Adjuster	5,222,710	06/29/93
Vertical Seat Track Assembly	5,222,814	06/29/93
Vertical Seat Position Adjuster	5,299,771	04/05/94
Horizontal Seat Position Adjuster	5,349,878	09/27/94

**U.S. PATENT APPLICATION**

<b><u>TITLE</u></b>	<b><u>APPLICATION NO.</u></b>	<b><u>FILING DATE</u></b>
	09/113,486	07/10/98



SCHEDULE B

FOREIGN PATENTS

<u>COUNTRY</u>	<u>TITLE</u>	<u>PATENT NO.</u>
Canada	Seat Positioner	1,184,674
Canada	Support For Seat Adjusting Device	1,229,544
Canada	Housing For Seat Adjuster Locking Mechanism	1,241,264
Canada	Locking Mechanism For Seat Adjuster	1,233,106
EPO	Horizontal Seat Position Adjuster	0602185
Germany	Vertical Seat Position Adjuster	0602168
France	Vertical Seat Position Adjuster	0602168
EPO	Vertical Seat Position Adjuster	0602168
France	Horizontal Seat Position Adjuster	0602185
Germany	Horizontal Seat Position Adjuster	0602185
Japan	Horizontal Seat Position Adjuster	6510257
Japan	Vertical Seat Position Adjuster	6510258