

MRD 12.30.99

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Expires 06/30/99
OMB 0651-0047

02-02-2000

U.S. Department of Commerce
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PATENT

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Conveyance Type

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Assignment

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Security Agreement

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License

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Change of Name

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Merger

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Other

U.S. Government

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Departmental File

☐

Secret File

Conveying Party(ies)

☐

Mark if additional names of conveying parties attached

Name (line 1)

Meritor Automotive Canada 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 Automotive Systems (Canada) Ltd.

☐

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)

205 Mary Street

Address (line 2)

Address (line 3)

Brantford

Ontario, Canada

N3T 5W5

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)

02/01/2000 TUN11 00000093 592466A

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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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Number(s)

SEE ATTACHMENT

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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

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Patent Cooperation Treaty (PCT)

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

PCT

PCT

PCT

PCT

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Number of Properties

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#

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Fee Amount for Properties Listed (37 CFR 3.41): \$

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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 (PAGE 1)

U.S. PATENTS

<u>TITLE</u>	<u>PATENT NO.</u>	<u>ISSUE</u>
Motorized Vehicle Seat Lift Mechanism	5,924,668	07/20/99
Inertial Lock Assemble For A Seat Track	5,941,494	08/24/99

U.S. PATENT APPLICATIONS

<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
	09/086,834	05/29/98
	09/087,107	05/29/98
	09/103,029	06/23/98
	09/110,740	07/02/98
	09/115,924	07/15/98
	09/123,681	07/28/98
	09/130,428	08/06/98
	09/151,569	09/11/98
	09/178,123	10/23/98
	09/190,999	11/12/98
	09/192,846	11/16/98
	09/197,055	11/20/98
	09/201,065	11/30/98
	09/207,127	12/08/98
	09/207,128	12/08/98
	09/207,331	12/08/98
	09/207,484	12/08/98
	09/207,795	12/09/98
	09/213,348	12/17/98

ATTACHMENT TO RECORDATION FORM COVER (PAGE 2)

<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
	60/114,635	01/04/99
	09/295,247	04/20/99
	09/310,589	05/13/99
	09/347,653	07/06/99
	09/368,956	08/05/99
	09/371,143	08/09/99
	60/152,732	09/08/99
	09/430,082	10/29/99
	09/430,087	10/29/99
	09/430,088	10/29/99
	09/431,610	11/01/99

OMNIBUS PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made and entered into this 30th day of November, 1999 (the "Effective Date") by and between Meritor Automotive Canada Inc., a corporation organized under the laws of Canada, having a place of business at 345 Ecclestone Drive, Braacebridge, Ontario, Canada P1L 1R1 (the "Assignor"), and Dura Automotive Systems (Canada) Ltd., a corporation organized under the laws of the Province of Ontario, having a principal place of business at 205 Mary Street, Brantford, Ontario, Canada N3T 5W5 (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 applications identified and set forth on Schedule A, and the foreign patent applications 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.

* * * * *

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 30th day of November, 1999.

MERITOR AUTOMOTIVE CANADA INC.

DURA AUTOMOTIVE SYSTEMS
(CANADA) LTD.

By: Vernon B. Baker II

By: [Signature]

Name: Vernon B. Baker II

Name: David R. Bovee

Title: Vice President

Title: President

STATE OF Michigan)
) SS.
COUNTY OF Oakland)

On this 30th day of November, 1999, there appeared before me Vernon B. Baker II, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Meritor Automotive (Canada) Inc.

[Signature]
Notary Public

BRENDA K. SHELDON
Notary Public, Oakland County, Michigan
My Commission Expires April 3, 2003

STATE OF Michigan)
) SS.
COUNTY OF Oakland)

On this 30th day of November, 1999, there appeared before me David R. Bovee, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Dura Automotive Systems (Canada) Ltd.

[Signature]
Notary Public

BRENDA K. SHELDON
Notary Public, Oakland County, Michigan
My Commission Expires April 3, 2003

MERITOR AUTOMOTIVE CANADA INC.

SCHEDULE A

U.S. PATENTS

<u>TITLE</u>	<u>PATENT NO.</u>	<u>ISSUE</u>
Motorized Vehicle Seat Lift Mechanism	5,924,668	07/20/99
Inertial Lock Assemble For A Seat Track	5,941,494	08/24/99

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	09/207,128	12/08/98
	09/207,331	12/08/98
	09/207,484	12/08/98
	09/207,795	12/09/98

<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
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	60/152,732	09/08/99
	09/430,082	10/29/99
	09/430,087	10/29/99
	09/430,088	10/29/99
	09/431,610	11/01/99

SCHEDULE B

FOREIGN PATENT APPLICATIONS

<u>COUNTRY</u>	<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
Japan	Seat Track With Continuous Engagement And Memory Easy Entry Mechanism	10-526031	12/03/97
Germany	Seat Track With Rotary Locking Device	19924486.3	05/28/99
Japan	Seat Track With Rotary Locking Device	11-175813	06/22/99
Germany	Light Weight Seat Track Assembly	19931060.2	07/06/99
Japan	Light Weight Seat Track Assembly	11-200516	07/14/99
Germany	Zero Looseness Rivet For Linkage Assembly	19932910.9	07/14/99
Japan	Zero Looseness Rivet For Linkage Assembly	11-221062	08/04/99
Germany	Integrated Leadscrew Drive For Seat Adjuster	19932676.2	07/13/99
Japan	Integrated Leadscrew Drive For Seat Adjuster	11-208976	07/23/99
Japan	Load Transfer Structural Member For A Seat Assembly	11-186110	06/30/99
EPO	Seat Track With Cam Actuated Locking Device And Bypass	99108528.3	05/04/99
Japan	Seat Track With Cam Actuated Locking Device And Bypass	11-141428	05/21/99
Germany	Single Horizontal Mechanism For A Vehicle Seat	19931080.7	07/06/99
Japan	Single Horizontal Mechanism For A Vehicle Seat	11-195574	07/09/99
Japan	Motorized Vehicle Seat Lift Mechanism	11-50072	02/26/99
EPO	Motorized Vehicle Seat Lift Mechanism	99101726.0	02/10/99

EPO	Seat Track With Cam Actuated Locking Device	99108531.7	05/04/99
Japan	Seat Track With Cam Actuated Locking Device	11-119602	04/27/99
Japan	Zero Looseness Fastener For A Linkage Assembly	[]	08/17/99
Germany	Zero Looseness Fastener For A Linkage Assembly	[]	08/17/99