

02-11-2000

IN THE



TRADEMARK OFFICE

101264546

Attorney Docket No. 7495A-500013

**COVER SHEET FOR RECORDAL OF DOCUMENT (PATENT)**

*MED  
1.18.05*

Hon. Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case. The following information is provided:

(1) **Name Of Party Conveying The Interest:**

Meritor Heavy Vehicle Systems, Inc.

(2) **Name And Address Of Party Receiving The Interest:**

Meritor Heavy Vehicle Systems, LLC.  
2135 West Maple Road  
Troy, Michigan 48084

(3) **Description Of The Transaction To Be Recorded:**

Assignment  License  
 Change of Name  Other Merger document

(4) **Application(s) and/or Patent(s) Against Which Enclosure Is To Be Recorded:**

Serial Number \_\_\_\_\_, filed \_\_\_\_\_  
 Application being filed concurrently herewith.  
 Patent Number 5,224,211, issued 6/29/93.

(5) **Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:**

Stephen J. Foss, Esq.  
Harness, Dickey & Pierce, P.L.C.  
5445 Corporate Drive  
Troy, Michigan 48098

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(6) **Number Of Applications and/or Patents Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Patents: .....1

Total Recordal Fee Enclosed: ..... \$40.00

(7) **Date(s) The Document Was Executed:** September 12, 1997

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant(s) has/have not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

By: Stephen J. Foss  
Stephen J. Foss  
Reg. No. 31,251  
Attorney for Applicant

Date: Jan 12, 2000

MERITOR HEAVY VEHICLE SYSTEMS, INC.

UNANIMOUS WRITTEN CONSENT OF  
BOARD OF DIRECTORS


The undersigned, being all the members of the Board of Directors of MERITOR HEAVY VEHICLE SYSTEMS, INC., a Delaware corporation (the "Corporation"), do hereby consent in writing pursuant to Section 141(f) of the General Corporation Law of the State of Delaware to the taking of the action embodied in the following resolutions, which are hereby adopted as the resolutions of the Board of Directors of the Corporation, and do further hereby direct the Secretary of the Corporation to file this Unanimous Written Consent with the minutes of the proceedings of the Board of Directors.

This Unanimous Written Consent may be executed in several counterparts with the same effect as if the signatures were shown on one document.

RESOLVED, that the form of Agreement and Plan of Merger (the "Merger Agreement") between the Corporation and Meritor Heavy Vehicle Systems, LLC, a Delaware limited liability company ("HVS LLC"), attached hereto as Exhibit A providing for the merger of the Corporation with and into HVS LLC, be, and it hereby is, approved and adopted and the officers of the Corporation be, and each of them hereby is, authorized and empowered in the name and on behalf of the Corporation to execute and deliver an Agreement and Plan of Merger in substantially such form; and further

RESOLVED, that the Merger Agreement be submitted to Rockwell International Corporation, as the sole stockholder of the Corporation, for approval and adoption; and further

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and empowered to do and perform, or cause to be done or performed, all such acts, deeds and things and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments or certificates in the name or on behalf of the Corporation or otherwise as such officers may deem necessary or desirable and appropriate to effectuate or carry out fully the purpose and intent of the foregoing resolutions.

  
L.D. Yost

Dated: September 12, 1997

\_\_\_\_\_  
D.W. Greenfield

Dated: September , 1997

\_\_\_\_\_  
B.E. Reed

Dated: September , 1997



**AGREEMENT AND PLAN OF MERGER BETWEEN  
MERITOR HEAVY VEHICLE SYSTEMS, LLC AND  
MERITOR HEAVY VEHICLE SYSTEMS, INC.**

This Agreement and Plan of Merger (the "Plan") dated as of this        day of September, 1997 is between Meritor Heavy Vehicle Systems, LLC, a Delaware limited liability company ("HVS LLC"), and Meritor Heavy Vehicle Systems, Inc., a Delaware corporation ("HVS Inc.").

**W I T N E S S E T H :**

WHEREAS, HVS LLC and HVS Inc. desire that HVS Inc. be merged with and into HVS LLC subject to the terms and conditions hereof (the "Merger"), following which HVS LLC shall be the surviving entity (the "Surviving Entity");

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and Section 264 of the Delaware General Corporation Law (the "DGCL") authorize the merger of a Delaware corporation with and into a Delaware limited liability company;

WHEREAS, HVS LLC is a limited liability company formed under the laws of the State of Delaware with an authorized capital of 1,000 Common Shares (the "LLC Common Shares"), all of which are issued and outstanding and owned by Meritor Automotive, Inc., a Delaware corporation; and

WHEREAS, HVS Inc. is a corporation organized under the laws of the State of Delaware with an authorized capital of 10,000 shares of Common Stock, \$1 par value per share (the "Common Stock"), of which 1,000 shares are issued and outstanding and are owned by Rockwell International Corporation, a Delaware corporation;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Article I

Merger and Surviving Entity; Effective Time

1.01. (a) Merger. (i) Subject to the terms and conditions hereof, at the time the Merger will become effective as provided in Section 1.01(b) hereof (the "Effective Time"), HVS Inc. shall be merged with and into HVS LLC, and HVS LLC shall be the Surviving Entity and shall continue as a limited liability company under the DLLCA.

(ii) From and after the Effective Time, the separate existence of HVS Inc. shall cease, and the Merger shall in all respects have the effect provided for in Section 259 of the DGCL (in so far as it is applicable) and Section 18-209(g) of the DLLCA.

(iii) The Limited Liability Company Agreement of HVS LLC, as in effect immediately prior to the Effective Time, shall continue as the limited liability company agreement of the Surviving Entity, and the Certificate of Formation of HVS LLC, as in effect immediately prior to the Effective Time, shall continue as the Certificate of Formation of the Surviving Entity.

(iv) From and after the Effective Time, the officers and directors of the Surviving Entity shall consist of the officers and directors of HVS LLC immediately prior to the Effective Time, serving in the same capacity or capacities, and such officers and directors shall serve until their respective successors are elected and qualified in accordance with the limited liability company agreement of the Surviving Entity.

(b) Effective Time. The Merger shall become effective upon the filing of a Certificate of Merger in the office of the Secretary of State of the State of Delaware in accordance with the DLLCA and the DGCL. HVS LLC will file as soon as possible after the execution and delivery of this Agreement a Certificate of Merger in the office of the Secretary of State of the State of Delaware.

## Article II

### Effect on the Common Stock and the LLC Common Shares

2.01. (a) Conversion of Shares. The effect of the Merger on the Common Stock and the LLC Common Shares shall be as follows:

(i) At the Effective Time, all shares of Common Stock outstanding immediately prior to the Effective Time and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist or be outstanding and shall be canceled and retired without payment of any consideration therefor; and

(ii) The Merger shall have no effect on the LLC Common Shares and all LLC Common Shares issued

and outstanding immediately prior to the Effective Time shall continue to be the issued and outstanding equity interests of the Surviving Entity.

Article III

Miscellaneous

3.01. Abandonment. This Plan and the Merger may be terminated and abandoned by resolution of the Board of Directors of HVS Inc. or HVS LLC at any time prior to the Effective Time.

3.02. Counterparts. Any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

3.03. Successors. This Plan shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3.04. Governing Law. This Plan shall be construed in accordance with and governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, each of HVS LLC and HVS Inc. has caused this Agreement and Plan of Merger to be duly executed as of the date first above written.

MERITOR HEAVY VEHICLE SYSTEMS, LLC

By: \_\_\_\_\_  
Name:  
Title:

MERITOR HEAVY VEHICLE SYSTEMS, INC.

By: \_\_\_\_\_  
Name:  
Title: