1-24-00



RK OFFICE

y Docket No. 7495A-500013

COVER SHEET FOR RECORDAL OF DOCUMENT (PATENT)

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

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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:

Rockwell Collins, Inc.

[X] Assignment

(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	То	Be Recorded	

[] License

	[] Change of N	ame [] Other		
(4)	Application(s)	and/or Patent(s	s) Against Which Enclosure Is	To Be Recorded:
		er peing filed concu aber <u>5,928,291</u>		
1ZZ 00000071	40.00 OP	CERTIFICA	TE OF MAILING	
first class	• •	e addressed to: Co	ng deposited with the United States mmissioner of Patents and Trade	

REEL: 010539 FRAME: 0697

	(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
	(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: 12/15/99
the att	ached i	best of my knowledge and belief, the foregoing information is true and correct, and it is not an original document, the undersigned verifies that it is a true copy of the
	it Accou	some reason, Applicant(s) has/have not paid a sufficient fee, please charge our int No. 08-0750 for any further fees which may be due. A duplicate copy of this inclosed.
		Respectfully submitted,
		By: Richard W. Warner Reg. No. 38,043 Attorney for Applicant(s)
Date:_) en	2/7,2000

PATENT ASSIGNMENT

This assignment made this 15 day of December, 1919, by and between Rockwell Collins, Inc., (hereinafter "Assignor"), a Delaware corporation with a place of business at 400 Collins Road, NE, Cedar Rapids, lowa 52498 and Meritor Heavy Vehicle Systems, LLC (hereinafter "Assignee"), a Delaware limited liability company with a place of business at 2135 West Maple Road, Troy, Michigan 48084.

WHEREAS, Assignor owns all right, title, and interest in and to patents and/or applications in Schedule A (hereinafter collectively referred to as "Patents"), and the invention disclosed and claimed therein in the United States and throughout the world.

WHEREAS, Assignee desires to acquire and Assignor is willing to assign to Assignee all of Assignor's right, title, and interest in and to the Patents and all inventions disclosed and claimed therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee all of Assignor's right, title, and interest in and to the Patents, the inventions claimed therein, any patents/patent applications directed to the inventions disclosed and claimed therein, all continuations, continuation-in-part applications, divisionals, reissues, reexaminations, renewals and extensions thereof, all foreign patents and applications that rely on the patents for priority, and all rights to claim priority on the basis of the Patents or the patent applications, and all accrued causes of action for damages for infringement thereof.

In furtherance of this Agreement, Assignor hereby acknowledges that, from the effective date forward, Assignee has succeeded to all of Assignor's right, title and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the effective date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable. Assignor hereby authorizes and requests any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patents for inventions to Assignee, it successors and assigns, in accordance with the terms of this agreement.

Assignor shall execute and deliver to Assignee, from time to time after the date hereof upon the request of Assignee, such further conveyance instruments as may be necessary to evidence more fully the transfer of ownership of all the Patents to Assignee, or the original ownership of all the Patents on the part of Assignor, Assignor further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Assignee in and to the Patents and to perform any other acts to carry out the intent of this Agreement. Assignee shall reimburse Assignor for any and all costs reasonably incurred by Assignor in performance under this paragraph for such testimony in connection with such proceedings.

The parties may execute multiple originals of this Agreement and each such partially executed original of this Agreement shall serve, when combined with a partially executed original as a fully executed and enforceable Agreement.

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This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.

ROCKWELL COLLINS, INC.

Signature: 1 Man 6. Man

Typed: Thomas G. Manor

Title: Assistant Secretary

MERITOR HEAVY VEHICLE SYSTEMS, LLC

Signature: 4000 MMCm

Typed: Bound Wiltingon

Title: Asistal Course Course

SCHEDULE A

Country	Patent Number	Filing Date	Application Number	Issue Date
United States	5,928,291	3/27/97	08/828,017	7/27/99
United States		3/27/97	08/828,015	
United States		3/27/97	08/828/016	

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RECORDED: 01/24/2000