

06-14-2000

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To 1
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Remarks:
Documents or copy thereof

1. Name of Conveying Party(ies):
Meritor Heavy Vehicle Systems, I.L.C.
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies)
Name: Meritor Heavy Vehicle Technology, LLC
Internal Address: (Same as Street Address)
Address: 2135 Maple Road

3. Nature of conveyance:
 Assignment Merger Other
 Security Agt. Change of Name
Execution Date: November 19, 1999

City: Troy State: MI Zip: 48084
Additional name(s) & address(es) attached: Yes No

4. If this document is being filed together with a new application, the execution date is: _____
Application number(s) or patent number(s):
A. Patent Application No.(s) 09/176,177; 09/176,446; 09/292,446;
09/325,273; 09/356,431; 09/372,273
B. Patent No(s). 4,346,791; 4,358,000; 4,468,981; 4,736,821; 4,356,901;
4,484,484; 5,035,303; 5,052,528; 5,435,793;
4,489,626; 4,529,067;
Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kerrie A. Laba, Esq.
HOWARD & HOWARD
Internal Address: (Same as Street Address)
Street Address: 1400 N. Woodward Avenue, Suite #101
City: Bloomfield Hills State: MI Zip: 48304-2855

6. Total no. of applications and patents involved: 1
7. Total fee (37 CFR 3.41) \$ 680.00
 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 Kerrie A. Laba Reg. No. 42,777 Date May 16, 2000

Total number of pages including cover sheet, attachments and document: 8

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ASSIGNMENT

This agreement is made and entered into as of the 19 day of November, 1999 ("Effective Date"), by and between Meritor Heavy Vehicle Systems, LLC, a Delaware limited liability company having offices at 2135 Maple Road, Troy, Michigan 48084 (hereinafter "Assignor") and Meritor Heavy Vehicle Technology, LLC, a Delaware limited liability company having offices at 2135 Maple Road, Troy, Michigan 48084 (hereinafter "Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to patents/patent applications identified in Schedule A (hereinafter "Patents"), and the invention disclosed and claimed therein in the United States and certain foreign jurisdictions, namely, Canada, Mexico, Brazil and all countries within the European Union.

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 any inventions disclosed and claimed therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby knowledge, 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 in the United States, Canada, Mexico, Brazil and all countries within the European Union, and any patents/patent applications in the United States, Canada, Mexico, Brazil, and in all countries within the European Union directed to the inventions claimed therein, all continuations, continuation-in-part applications, divisionals, reissues, reexaminations, renewals and extensions thereof, 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 the Commissioner of Patents and

Trademarks of the United States and 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, its 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 or desirable 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, to the fullest extent possible. 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 deemed necessary 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.

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

MERITOR HEAVY VEHICLE
SYSTEMS, LLC

Signature: Vernon G. Baker II

Printed: Vernon G. Baker II

Title: Senior Vice President

Date: November 19, 1999

MERITOR HEAVY VEHICLE
TECHNOLOGY, LLC

Signature: Glenn Deng

Printed: Glenn Deng

Title: Vice President

Date: November 19, 1999

