

FORM PTO-1619A

Expires 06/30/99
OMB 0651-0027

06-22-2000

U.S. Department of Commerce
Patent and Trademark Office
PATENT

101387415

**RECORDATION FORM COVER SHEET
PATENTS ONLY****TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).****Submission Type**☒ **New**☐ **Resubmission (Non-Recordation)**Document ID# ☐ **Correction of PTO Error**Reel # Frame # ☐ **Corrective Document**Reel # Frame # **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 Automotive Canada Inc.Execution Date
Month Day Year

03/22/00

Name (line 2)

Effective Date

11/30/99

Execution Date

Month Day Year

Second PartyName (line 1) Name (line 2) **Receiving Party**☐ **Mark if additional names of receiving parties attached**Name (line 1) Dura Automotive Systems (Canada) LtdName (line 2) Address (line 1) 205 Mary StreetAddress (line 2) Address (line 3) Brantford Ontario, Canada N3T 5W5

City

State/Country

Zip Code

☐ 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.)**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) **FOR OFFICE USE ONLY**

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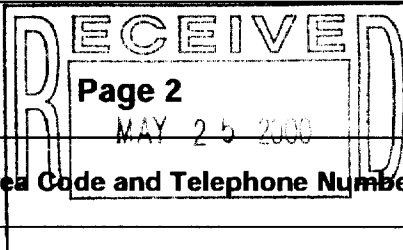
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

EXPRESS MAIL No.: EL223141378US
DATE OF DEPOSIT: May 25, 2000**PATENT**
REEL: 010863 FRAME: 0278



Correspondent Name and Address

Area Code and Telephone Number

312/861-2241

Name Seth Traxler

Address (line 1) Kirkland & Ellis

Address (line 2) 200 East Randolph Drive

Address (line 3) 53rd Floor

Address (line 4) Chicago, Illinois 60601

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

10

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)

60/152,733

60/394,156

09/428,938

09/430,737

Patent Number(s)

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

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Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 160.00

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed ☒Deposit Account ☐

Deposit Account Number:

22-0440

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

Name of Person Signing

Signature

5/25/00

Date

OMNIBUS PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made and entered into 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 patent applications identified and set forth on Schedule A, the PCT patent application identified and set forth on Schedule B, and the foreign patent applications set forth on Schedule C (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 nunc, pro tunc, effective November 30, 1999 (the "Effective Date"), 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 22nd day of March, 2000.

MERITOR AUTOMOTIVE CANADA INC.

By: Bonnie Wilkinson

Name: Bonnie Wilkinson

Title: Assistant Secretary

DURA AUTOMOTIVE SYSTEMS
(CANADA) LTD.

By: David Bovee

Name: David Bovee

Title: President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 22nd day of March, 2000, there appeared before me Bonnie Wilkinson, 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.

Paul J. Thomas

Notary Public
PAUL J. THOMAS
Notary Public, Macomb County, MI
Acting in Oakland County, MI
My Commission Expires Jan. 24, 2002

STATE OF Michigan)
) SS.
COUNTY OF Oakland)

On this 22nd day of March, 2000, there appeared before me CAROLE A. WALDSCHMIDT, 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.

Carole A. Waldschmidt

CAROLE A. WALDSCHMIDT
Notary Public, Oakland County, MI
My Commission Expires 03-26-2004

Notary Public

MERITOR AUTOMOTIVE CANADA INC.

SCHEDULE A

U.S. PATENT APPLICATIONS

<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
Pivoting Actuator for Seat Adjuster Assembly	60/152,733	09/08/99
Seat Track With Zero Chuck Lock (claims priority from provisional 60,130-319)	09/394,156	09/13/99
Vertical Seat Adjustment with External Stops	09/428,938	10/28/99
Stator for an Induction Motor	09/430,737	10/29/99

SCHEDULE B

PCT PATENT APPLICATION

TITLE

APPLICATION NO.

FILING
DATE

Seat Track with Zero Chuck Lock

PCT/CA99/01167

12/07/99

SCHEDULE C

FOREIGN PATENT APPLICATIONS

<u>COUNTRY</u>	<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
Canada	Seat Track with Continuous Engagement and Memory Easy Entry Mechanism	2272335	12/03/97
EPO	Seat Track with Continuous Engagement and Memory Easy Entry Mechanism	97/945,707.4	12/03/97
Mexico	Seat Track with Continuous Engagement and Memory Easy Entry Mechanism	995142	06/03/99
Germany	Load Transfer Structural Member or a Seat Assembly	19929739.8	06/29/99
Germany	Inertial Lock Assembly for a Seat Track	19939340.0	08/19/99
Japan	Inertial Lock Assembly for a Seat Track	11-238216	08/25/99
Germany	Zero Looseness Joint	19942150.1	09/03/99
Japan	Zero Looseness Joint	11-259473	09/13/99
Germany	Manual Height Adjuster for a Seat Assembly	19945951.7	09/24/99
Germany	Cycloid Gear System for Seat Recliner	19948604.2	10/08/99
Germany	Potentiometer Shaft for a Seat Motor Assembly	19950335.4	10/19/99
Japan	Manual Height Adjuster for a Seat Assembly	11-296599	10/19/99
Germany	Integrated Power Recliner for a Vehicle Seat	19952339.8	10/29/99
Germany	Profile for Seat Track Assembly	19952340.1	10/29/99
Japan	Profile for Seat Track Assembly	11-318424	11/09/99
Japan	Cycloid Gear System for Seat Recliner	11-319463	11/10/99

Japan	Potentiometer Shaft for Seat Motor Assembly	11-329695	11/19/99
Japan	Integrated Power Recliner For A Vehicle Seat	11-335949	11/26/99