



11-24-2000

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IN



TRADEMARK OFFICE

101527389

Attorney Docket No. 7495A-500017D3

COVER SHEET FOR RECORDAL OF DOCUMENT (PATENT)

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

Sir:

LRD
10/26/00

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 Light Vehicle Systems, Inc.
a Delaware corporation
2135 West Maple Road
Troy, Michigan 48084

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

Meritor Light Vehicle Technology, LLC
a Delaware limited liability company
2135 West Maple Road
Troy, Michigan 48084

(3) Description Of The Transaction To Be Recorded:

☒ Assignment ☐ License
☐ Change of Name ☐ Other _____

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

☐ Serial Number _____, filed _____
☐ Application being filed concurrently herewith.
☒ Patent Number _____, issued _____.

Patent No. 5038519 dated August 13, 1991
Patent No. 5016392 dated May 21, 1991
Patent No. 4819377 dated April 11, 1987
Patent No. 4660325 dated April 28, 1987
Patent No. 5081792 dated January 21, 1992

(5)

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

David A. McClaughry
Harness, Dickey and Pierce P.L.C.
P.O. Box 828
Bloomfield Hills, Michigan 48304

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

Number of Applications/Patents: 5

Total Recordal Fee Enclosed:\$ 200.00

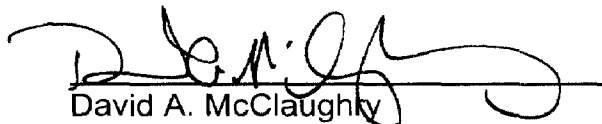
(7) **Date(s) The Document Was Executed:** November 19, 1999

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:


David A. McClaughry

Reg. No.

37885
Attorney for Applicant(s)

Date: October 23, 2000

[Meritor Light Vehicle Systems, Inc.

To Meritor Light Vehicle Technology, LLC]

Schedule: LVS Patents & Data Rights in the U.S. and in certain foreign jurisdictions

ASSIGNMENT

This agreement is made and entered into as of the 19 day of November, 1999 ("Effective Date"), by and between Meritor Light Vehicle Systems, Inc., a Delaware corporation having offices at 2135 Maple Road, Troy, Michigan 48084 (hereinafter "Assignor") and Meritor Light Vehicle Technology, LLC, a Delaware limited liability company having offices at 2135 Maple Road, Troy, Michigan 48984 (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 in certain foreign jurisdictions, namely, Canada, Mexico, Brazil and all countries within the European Union.

WHEREAS, Assignor is the owner of certain unpublished research and development information, unpatented inventions, know-how, trade secrets, and technical data relating to the design and development of light vehicle systems (hereinafter "Proprietary Information").

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, Proprietary Information and any inventions disclosed and claimed therein (hereinafter collectively referred to as "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby knowledge, Assignor agrees to transfer, grant, convey, assign, and relinquish exclusively to Assignee, and hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Proprietary Information, including extensions and renewals thereof, as well as the Patents, the inventions claimed in the Patents and any patents/patent applications in the United States, Canada, Mexico, Brazil, and in all countries that 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 Intellectual Property, 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

Schedule: LVS Patents & Data Rights in the U.S. and in certain foreign jurisdictions

any claim, right, or title of any kind under any and all of the Intellectual Property, 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 Intellectual Property to Assignee, or the original ownership of all the Intellectual Property 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 Intellectual Property 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

MERITOR LIGHT VEHICLE
SYSTEMS, INC.

MERITOR LIGHT VEHICLE
TECHNOLOGY, LLC

Signature: Vernon G. Baker II

Signature: Glenn Dong

Printed: Vernon G. Baker II

Printed: Glenn Dong

Title: Senior Vice President

Title: Vice President

Date: November 19, 1999

Date: November 19, 1999



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[Meritor Light Vehicle Systems, Inc.]

To Meritor Light Vehicle Technology, LLC]

Schedule: LVS Patents & Data Rights in the U.S. and in certain foreign jurisdictions

SCHEDULE A

| Country | Application Number | Filing Date | Patent Number | Issue Date |
|------------|--------------------|-------------|---------------|------------|
| Austria | | | 0653050 | 10/15/97 |
| Belgium | | | 0126332 | 7/8/87 |
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| Belgium | | | 0126334 | 3/16/88 |
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| Canada | | | 1145655 | |
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| Canada | | | 1163180 | |
| Canada | | | 1184674 | |
| Canada | | | 1213053 | 10/21/86 |
| Canada | | | 1217106 | 1/27/87 |
| Canada | | | 1228920 | |
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| EPO | | | 0786041 | 7/15/98 |
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| France | | | 0786041 | 7/15/98 |
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| [REDACTED] | [REDACTED] | | | |
| France | 93903462.5 | 1/13/93 | 0620787 | |

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Schedule: LVS Patents & Data Rights in the U.S. and in certain foreign jurisdictions

| Country | Application Number | Filing Date | Patent Number | Issue Date |
|--|--------------------|-------------|---------------|------------|
| France | 93922325.1 | 8/3/93 | 0666956 | ? |
| Germany | | | P3464684.1 | |
| Germany | | | P69311907.1 | 7/2/97 |
| Germany | | | P3469964.3 | 3/16/88 |
| Germany | | | P3469962.7 | |
| Germany | | | 0620787 | |
| Germany | | | 69415166.1 | 6/2/99 |
| Germany | 19826434.8-21 | 6/21/98 | | |
| Germany | 69322502.3 | 9/16/93 | | |
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| Germany | 93903462.5 | 1/13/93 | 0620787 | |
| Germany | 93918600.3 | 8/3/93 | 0653050 | ? |
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| Gt. Britain | | | 0126332 | 7/8/87 |
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| Gt. Britain | 9911263.3 | 5/15/99 | | |
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| Italy | | | 0126332 | 7/8/87 |
| Italy | | | 0126333 | |
| Italy | | | 0126334 | 3/16/88 |
| Italy | 93903462.5 | 1/13/93 | 0620787 | |
| Italy | 93922325.1 | 9/23/93 | 0666956 | 7/2/97 |
| Mexico | | | 189388 | 7/16/98 |
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| Netherlands | | | 0126332 | 7/8/87 |
| Netherlands | | | 0126333 | |
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| PCT only designations for US, CA, BR, MX, EP and or EU member countries) | US93/00299 | 1/13/93 | | |
| PCT only designations for US, CA, BR, MX, EP and or EU member countries) | US93/07279 | 8/3/93 | | |
| PCT only designations for US, CA, BR, MX, EP and or EU member countries) | US93/08752 | 9/16/93 | | |
| PCT only designations for US, CA, BR, MX, EP and or EU member countries) | US93/09006 | 9/23/93 | | |
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| Country | Application Number | Filing Date | Patent Number | Issue Date |
|--|--------------------|-------------|---------------|------------|
| PCT only designations for US, CA, BR, MX, EP and or EU member countries) | US95/12714 | 10/3/95 | | |
| PCT only designations for US, CA, BR, MX, EP and or EU member countries) | US97/13814 | 8/7/97 | | |
| PCT only designations for US, CA, BR, MX, EP and or EU member countries) | US97/20145 | 11/11/97 | | |
| PCT only designations for US, CA, BR, MX, EP and or EU member countries) | US97/20147 | 11/11/97 | | |
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| Spain | | | 0666956 | 7/2/97 |
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| Sweden | | | 0126332 | 7/8/87 |
| Sweden | | | 0126333 | |
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| US | | | 4218092 | |
| US | | | 4258421 | |
| US | | | 4286799 | |
| US | | | 4303850 | |
| US | | | 4307455 | |
| US | | | 4448053 | 5/15/84 |
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| US | | | 4674163 | |
| US | | | 5029915 | 7/9/91 |
| US | | | 5046377 | 9/10/91 |
| US | | | 5194529 | |
| US | | | 5236234 | 8/17/93 |
| US | | | 5586646 | 12/24/96 |
| US | | | 5722272 | 3/3/98 |
| US | | | 5727825 | 3/17/98 |
| US | 07/954629 | 9/30/92 | 5222814 | 6/29/93 |
| US | 07/951634 | 9/25/92 | 5296658 | 3/22/94 |
| US | 07/947199 | 9/17/92 | 5319797 | 6/7/94 |
| US | 07/924122 | 8/3/92 | 5350955 | 9/27/94 |
| US | 07/887510 | 7/21/86 | 4723454 | 2/9/88 |
| US | 07/885123 | 7/14/86 | 4712817 | 12/15/87 |
| US | 07/884971 | 5/18/92 | 5349459 | 9/20/94 |
| US | 08/950651 | 10/15/97 | 5933939 | 8/10/99 |
| US | 07/830784 | 2/19/86 | 4683995 | 8/4/87 |
| US | 07/826324 | 1/24/92 | 5360351 | 11/1/94 |
| US | 07/824916 | 2/3/86 | 4667991 | 5/26/87 |
| US | 07/822186 | 1/15/92 | 5486724 | 1/23/96 |
| US | 07/808505 | 12/17/91 | 5203605 | 4/20/93 |
| US | 07/804266 | 12/5/91 | 5306069 | 4/26/94 |
| US | 07/785118 | 10/7/85 | 4699017 | 10/13/87 |
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[Meritor Light Vehicle Systems, Inc.

To Meritor Light Vehicle Technology, LLC]

Schedule: LVS Patents & Data Rights in the U.S. and in certain foreign jurisdictions

| Country | Application Number | Filing Date | Patent Number | Issue Date |
|---------|--------------------|-------------|---------------|------------|
| US | 07/755408 | 9/5/91 | 5222402 | 6/29/93 |
| US | 07/755278 | 9/5/91 | 5222710 | 6/29/93 |
| US | 08/859456 | 5/20/97 | 5882066 | 3/16/99 |
| US | 08/851108 | 5/6/97 | 5944339 | 8/31/99 |
| US | 07/738761 | 8/1/91 | 5244068 | 9/14/93 |
| US | 07/723864 | 7/1/91 | 5145467 | 9/8/92 |
| US | 07/715849 | 3/25/85 | 4618794 | 10/21/86 |
| US | 07/709938 | 6/4/91 | 5250849 | 10/5/93 |
| US | 07/709935 | 6/4/91 | 5248898 | 9/28/93 |
| US | 07/703992 | 5/21/91 | D335852 | 5/25/93 |
| US | 07/698633 | 5/7/91 | 5148588 | 9/22/92 |
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| US | 07/678505 | 4/1/91 | 5113620 | 5/19/92 |
| US | 07/672267 | 3/20/91 | 5103691 | 4/14/92 |
| US | 07/667447 | 3/11/91 | 5143678 | 9/1/92 |
| US | 08/762010 | 12/11/96 | 5918846 | 7/6/99 |
| US | 08/747140 | 11/12/96 | 5780956 | 7/14/98 |
| US | 08/747138 | 11/12/96 | 5780957 | 7/14/98 |
| US | 08/725369 | 10/3/96 | 5848496 | 12/15/98 |
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| US | 08/710472 | 9/18/96 | 5940062 | 8/17/99 |
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| US | 08/689860 | 8/15/96 | 5682677 | 11/4/97 |
| US | 07/597250 | 10/15/90 | 5020841 | 6/4/91 |
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| US | 07/588,602 | 3/12/84 | 4624491 | 11/25/86 |
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| US | 07/542337 | 6/22/90 | 5050350 | 9/24/91 |
| US | 08/609093 | 2/29/96 | 5600324 | 2/4/97 |
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| US | 08/580150 | 12/28/95 | 5862511 | 1/19/99 |
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| US | 08/576145 | 12/21/95 | 5609387 | 3/11/97 |
| US | 07/501960 | 6/7/83 | 4671565 | 6/9/87 |
| US | 08/572938 | 12/15/95 | 5609388 | 3/11/97 |
| US | 08/568926 | 12/7/95 | 5694717 | 12/9/97 |
| US | 07/495486 | 3/19/90 | 4986029 | 1/22/91 |
| US | 07/484306 | 2/26/90 | 5090158 | 2/25/92 |
| US | 07/483666 | 2/23/90 | 5016392 | 5/21/91 |
| US | 07/483136 | 2/22/90 | 5038519 | 8/13/91 |

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| Country | Application Number | Filing Date | Patent Number | Issue Date |
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| US | 07/482892 | 2/22/90 | 5081792 | 1/21/92 |
| US | 07/477110 | 3/21/83 | 4469972 | 9/4/84 |
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| US | 07/467438 | 1/19/90 | 5056633 | 10/15/91 |
| US | 08/532287 | 2/1/95 | 5712574 | 1/27/98 |
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| US | 08/512193 | 8/7/95 | 5603372 | 2/18/97 |
| US | 08/510757 | 8/3/95 | 5579485 | 11/26/96 |
| US | 07/445789 | 12/1/82 | 4483100 | 11/20/84 |
| US | 07/437669 | 10/22/82 | 4475767 | 10/9/84 |
| US | 08/492651 | 6/20/95 | 5516186 | 5/14/96 |
| US | 07/419332 | 9/17/82 | 4482183 | 11/13/84 |
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| US | 07/411822 | 9/15/89 | 4991351 | 2/12/91 |
| US | 07/411754 | 9/25/89 | 4986030 | 1/22/91 |
| US | 07/409738 | 8/19/82 | 4518192 | 5/21/85 |
| US | 07/355959 | 3/8/82 | 4485553 | 7/10/84 |
| US | 07/349725 | 5/10/89 | 4932277 | 6/12/90 |
| US | 07/341341 | 1/21/82 | 4488699 | 12/18/84 |
| US | 07/315785 | 10/28/81 | 4534532 | 8/13/85 |
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| US | 07/282159 | 12/9/88 | 4926986 | 5/22/90 |
| US | 08/319560 | 10/7/94 | 5497578 | 3/12/96 |
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| US | 07/268033 | 5/28/81 | 4417763 | 11/29/83 |
| US | 07/267868 | 11/7/88 | 4918998 | 4/24/90 |
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| US | 08/293297 | 2/23/95 | 5593204 | 1/14/97 |
| US | 08/290278 | 8/15/94 | 5507547 | 4/16/96 |
| US | 07/252216 | 10/3/88 | 4872903 | 10/10/89 |
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| US | 07/243399 | 9/9/88 | 4854183 | 8/8/89 |
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| US | 07/209923 | 6/22/88 | 4819377 | 4/11/89 |
| US | 07/207078 | 6/14/88 | 4898413 | 2/6/90 |
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| US | 07/185638 | 4/25/88 | 4802350 | 2/7/89 |

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[Meritor Light Vehicle Systems, Inc.

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Schedule: LVS Patents & Data Rights in the U.S. and in certain foreign jurisdictions

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|---------|--------------------|-------------|---------------|------------|
| US | 07/184645 | 4/22/88 | 4846591 | 7/11/89 |
| US | 07/167274 | 3/11/88 | 4802707 | 2/7/89 |
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| US | 08/169818 | 12/17/93 | 5564230 | 10/15/96 |
| US | 08/169814 | 12/17/93 | 5495080 | 2/27/96 |
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| US | 07/140401 | 4/14/80 | 4329594 | 5/11/82 |
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| US | 09/172517 | 10/14/98 | 5945594 | 8/31/99 |
| US | 08/145911 | 10/29/93 | 5409290 | 4/25/95 |
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| US | 07/112785 | 10/26/87 | 4781414 | 11/1/88 |
| US | 08/128624 | 9/28/93 | 5539198 | 7/23/96 |
| US | 09/140107 | 8/25/98 | 5941494 | 8/24/99 |
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| US | 08/119268 | 9/9/93 | 5407044 | 4/18/95 |
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| US | 08/092844 | 7/16/93 | 5404008 | 4/4/95 |
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| US | 08/087836 | 7/2/93 | 5577347 | 11/26/96 |
| US | 08/087835 | 7/2/93 | 5461826 | 10/31/95 |
| US | 08/083417 | 6/28/93 | 5349878 | 9/27/94 |
| US | 08/083410 | 6/28/93 | 5299771 | 4/5/94 |
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| US | 06/040656 | 5/21/79 | 4274657 | 6/23/81 |
| US | 08/051726 | 4/22/93 | 5407289 | 4/18/95 |
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| US | [REDACTED] | | | |
| US | 08/004336 | 1/14/93 | 5303974 | 4/19/94 |
| US | 08/004335 | 1/14/93 | 5326149 | 7/5/94 |
| US | 08/004329 | 1/14/93 | 5306070 | 4/26/94 |
| US | 09/004482 | 1/8/98 | | |
| US | 97.482551 | 6/20/95 | 5516186 | 5/14/96 |
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