

05-02-2001



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**RECORDATION FORM COVER SHEET
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3-28-01

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) Execution Date Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

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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

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PATENT
REEL: 011731 FRAME: 0360

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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

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)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5091858"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties Enter the total number of properties involved. #

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

Method of Payment: Enclosed Deposit Account

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

Deposit Account Number: #

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.

Cassandra G. Mott

Cassandra G. Mott

3/27/01

Name of Person Signing

Signature

Date

Exhibit A

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (the "Agreement") is dated December 17, 1999, by and between Digital Fuel Injection, Inc., a Delaware corporation (the "Company"); and Automotive Controls Corp., a Connecticut corporation ("ACC").

RECITALS

- The Company is a wholly-owned subsidiary of Echlin Inc., a Connecticut corporation ("Echlin").
- ACC is a wholly-owned subsidiary of Echlin.
- Echlin is a wholly-owned subsidiary of Dana Corporation, a Virginia corporation ("Dana").
- In order to streamline Dana's, Echlin's, and ACC's corporate structures, Dana, Echlin, ACC, and the Company desire that the Company be merged into ACC.

AGREEMENT

1. PLAN AND AGREEMENT OF MERGER

- 1.1. **Purpose of Agreement.** The purpose of this Agreement is to carry out the statutory merger, under Connecticut and Delaware law, of the Company into ACC, leaving ACC as the surviving entity.
- 1.2. **Statutory Authority.** This Agreement constitutes a Plan of Merger described in Section 33-817 Statutes of Connecticut, as amended (the "Connecticut Statutes"), and an Agreement of Merger described in Section 252 of the Delaware General Corporation Law, as amended ("DGCL").
- 1.3. **Parties to Merger.** The parties to the merger are ACC and the Company.
- 1.4. **Shareholder Approval.** The shareholders of each party have duly approved the adoption of the Agreement by unanimous written consent pursuant to Section 33-698 of the Connecticut Statutes, and Section 228(a) of the DGCL.
- 1.5. **Director Approval.** The directors of each party have duly approved the adoption of this Agreement by unanimous written consent pursuant to Section 33-749 of the Connecticut Statutes, and Section 141(f) of the DGCL.
- 1.6. **Terms and Conditions of Merger.** As of the close of business on December 31, 1999, the Company shall merge into ACC, leaving ACC as the survivor. ACC shall

continue as the successor in interest of all assets and liabilities of the Company of whatever nature. Because Echlin owns all of the issued and outstanding stock of both ACC and the Company, the Company's stock will be canceled and no additional stock will be issued in ACC.

- 1.7. **Certificate of Incorporation.** The existing Articles of Incorporation of ACC, without amendment, shall continue in full force and effect as the certificate of incorporation of the resulting corporation.
- 1.8. **Documentation of Merger.** Upon execution of this Agreement, the parties shall cause Certificates of Merger to be filed with the Connecticut State Corporation Commissioner, and the Secretary of State of Delaware, to document the merger. The certificates shall have an effective date of December 31, 1999.

2. SERVICE OF PROCESS

- 2.1. **Appointment of Secretary of State.** In accordance with Section 252(d) of the DGCL, ACC hereby agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of The Company, as well as for enforcement of any obligation of ACC relating to the merger described in this Agreement (including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the DGCL), and hereby irrevocably appoints the Delaware Secretary of State as its agent to accept service of process in any such suit or other proceedings.
- 2.2. **Address.** A copy of any such process is to be mailed to ACC at the following address:

Automotive Controls Corp.
c/o Dana Corporation
Attr: General Counsel
P.O. Box 1000
Toledo, Ohio 43697

3. MISCELLANEOUS

- 3.1. **Notices.** All notices or other communications permitted or required to be made under this Agreement shall be in writing, signed by the party giving notice and shall be delivered personally, sent by recognized overnight delivery service, or sent by registered or certified mail, to the party, at the recipient's address on file with the sender or at such other address of which the sender receives notice from the recipient. Notice is effective as of the date of mailing if sent by mail, or upon delivery if sent by any other method.
- 3.2. **Successors and Assigns.** This Agreement is binding on and will inure to the benefit of the parties, their respective successors and assigns, and each party agrees, on behalf of

it, its successors and assigns, to execute any instruments that may be necessary or appropriate to carry out and execute the purpose and intentions of this Agreement and hereby authorizes and directs its successors and assigns to execute any and all such instruments. The rights of the parties and their successors in interest are governed by the terms of this Agreement.

- 3.3. **Amendment.** No change, modification, or amendment of this Agreement is valid unless in writing and executed by both parties.
- 3.4. **Further Assurances.** Each party shall execute and deliver such other documents as may be required to implement any of the provisions of this Agreement.
- 3.5. **Integration.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed herein.
- 3.6. **Applicable Law.** Except where applicable law, such as the DGCL, requires the application of another jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to conflict of laws principles.
- 3.7. **Severability.** In the event any portion of this Agreement is held to be invalid or unenforceable, it shall be deemed amended the minimum amount necessary to permit its enforcement.
- 3.8. **Headings.** The headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement for any other purpose and shall not have any force or effect in the construction of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first written above.

AUTOMOTIVE CONTROLS CORP.

DIGITAL FUEL INJECTION, INC.

By: A. Glenn Paton
A. Glenn Paton, Vice President-Treasurer

By: A. Glenn Paton
A. Glenn Paton, Vice President-Treasurer

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