

PATENT ASSIGNMENT

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name: ZF Meritor LLC

Execution Date: 07/24/2002

RECEIVING PARTY DATA

Name: Meritor Clutch Company

Street Address: 22021 Skyway Chruch Road

Internal Address:

City: Maxton

State: NORTH CAROLINA

Country:

Postal Code: 28364

PROPERTY NUMBERS

Patent Number: 6347694

Patent Number: 6360862

Patent Number: 6253895

Patent Number: 6167997

Patent Number: 6244411

Patent Number: 6029790

Application Number: 09616548

Application Number: 09832674

Application Number: 09950103

Application Number: 09950104

Application Number: 09940752

Application Number: 10094331

Application Number: 10150188

Application Number: 10136672

Application Number: 10150614

Application Number: 10132362

Application Number: 10040879

Number of Properties: 17

The USPTO, Office of Public Records, will send correspondence via facsimile to **FAX NUMBER:** 7043317598

800003255

**PATENT
REEL: 012991 FRAME: 0573**

OP \$680.00 6347694

CORRESPONDENCE DATA:

*Correspondence will be sent via US Mail when a fax number
has not been provided or the fax attempt is unsuccessful.*

When the customer number has been provided, the Office of Public Records
will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 021878

NAME OF PERSON SIGNING: Gwendolyn L. Gill

DATE SIGNED: 08/19/2002

Total Attachments: 4

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source="ZFMeritorAssn.P3.tif "
source="ZFMeritorAssn.P4.tif "

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made and entered into this 24 day of July, 2002 (the "Effective Date") by and between ZF Meritor LLC, a limited liability company organized under the laws of the State of Delaware, having a place of business at 22021 Skyway Church Road, Maxton, North Carolina 28364 (the "Assignor"), and Meritor Clutch Co., a corporation organized under the laws of the State of Delaware, having a principal place of business at 22021 Skyway Church Road, Maxton, North Carolina 28364 (the "Assignee").

WHEREAS, Assignee wishes to acquire certain United States patents and patent applications as identified and set forth on Schedule A (collectively, the "Patents") and Assignor wishes to assign all of its 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, its 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, divisionals, continuations-in-part, reissues, re-examinations, 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

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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 the extent Assignor has such right, to record Assignee as owner of the Patents, including any continuations, divisionals, continuations-in-part, reissues, re-examinations or extensions thereof, and to issue any and all letters patent thereon to Assignee, as assignee of Assignor's 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 makes no express or implied warranty that any of the assigned patent rights are valid, patentable or enforceable under the laws of the United States of America or foreign countries and Assignee specifically disclaims any warranty regarding such patent rights.

4. 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 Patents assigned herein; (b) in the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to any facts relating to the 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 and treaties now or hereafter in effect in the

United States or any other country; and (d) in the implementation, recordation or perfection of this Assignment.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be signed and executed by the undersigned officer thereunto duly authorized this 24 day of July, 2002.

ZF MERITOR LLC

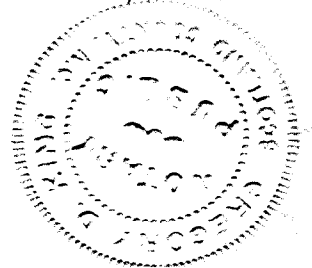
By: Richard Martello
Name: Richard Martello
Title: President

STATE OF NORTH CAROLINA
COUNTY OF Sot/md) ss.

On this 24 day of July, 2002, there appeared before me Richard Martello, 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 ZF Meritor LLC.

[Signature]
Notary Public

my commission expires April 7, 2006



Schedule A

PATENTS

Filing Date	Appl. No.	Issue Date	Patent No.	Title
3/20/2000	09/531750	2/19/2002	6347694	BIASED WEAR SENSOR ASSEMBLY FOR SELF-ADJUSTING CLUTCH
2/11/2000	09/503221	3/26/2002	6360862	CLUTCH STRAP
2/11/2000	09/503220	7/3/2001	6253895	ADJUSTABLE BUSHING FLANGE FOR CLUTCH
2/23/1999	09/255884	1/2/2001	6167997	ELECTRONICALLY CONTROLLED CLUTCH ACTUATION SYSTEM
7/14/2000	09/616548			VARIABLE LEVER RATIO CLUTCH
4/11/2001	09/832674			MULT-RATIO CLUTCH
9/20/1999	09/399241	6/12/2001	6244411	POLYMER SLEEVE SNAP RING GROOVE REINFORCEMENT
10/5/1998	09/166386	2/29/2000	6029790	COMPOSITE CLUTCH RELEASE SLEEVE
9/10/2001	09/950103			CLUTCH LEVER WITH VARIABLE LEVER RATIO
9/10/2001	09/950104			CLUTCH LEVER DESIGN TAKING ADVANTAGE OF CENTRIFUGAL FORCES
8/28/2001	09/940752			CLUTCH LEVER LOCATOR
3/8/2002	10/094331			RESILIENT SENSOR FOR SELF-ADJUSTING CLUTCH
5/17/2002	10/150188			CAM COLLAPSING CLUTCH RETAINER
5/1/2002	10/136672			SELF-LUBRICATED RELEASE BEARING HOUSING
5/17/2002	10/150614			LUBE FREE CLUTCH SLEEVE
4/25/2002	10/132362			RESILIENT PLATE FOR ADJUSTABLE CLUTCHES
1/7/2002	10/040879			CLUTCH RELEASE BEARING WITH ROLLERIZED FORK CONTACTS

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