

Form PTO-1595 (Rev. 10/02) RECORDATION FORM COVER SHEET PATENTS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005) To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Ford Global Technologies, Inc. Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Ford Global Technologies, LLC Internal Address: Suite 600 Parklane Towers East

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 03/01/2003

Street Address: One Parklane Blvd. City: Dearborn State: Mi Zip: 48126 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) 5924398 5722357 5758614 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Ford Global Technologies, LLC Internal Address: Suite 600 Parklane Towers East Street Address: One Parklane Blvd. City: Dearborn State: Mi Zip: 48126

6. Total number of applications and patents involved: 3 7. Total fee (37 CFR 3.41).....\$ 120.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 06-1510 (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. John F. Buckert Signature Date: 6/19/03

Total number of pages including cover sheet, attachments, and documents:

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

CH \$120.00 061610 6924398

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of February 25, 2003, is entered into by and between Ford Global Technologies, Inc., a Michigan corporation ("FGTI"), and Ford Global Technologies, LLC, a Delaware limited liability company ("FGTLLC"). FGTI and FGTLLC are hereinafter sometimes collectively referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, FGTI is the Sole Member of FGTLLC; and

WHEREAS, the board of Directors of FGTI has determined that it is advisable and in the best interests of each such entity and FGTI's shareholder that FGTI be merged into and with FGTLLC, pursuant to Section 18-209 of the Delaware Limited Liability Company Act ("DELLCA"), Section 450.1736-736 of the Business Corporation Act of Michigan "BCAM"), Section 332 of the Internal Revenue Code (the "Code"), and upon the terms and subject to the conditions set forth in this Agreement (the "Merger"); and

WHEREAS, the Board of Directors of FGTI has adopted resolutions approving this Agreement and Plan of Merger and authorizing the execution hereof; and

WHEREAS, on the date of this Agreement, the equity interest of FGTLLC consists of 100 percent limited liability company interest, all of which is issued and outstanding and no class of limited liability company interest is entitled to vote as a class or series; and

WHEREAS, on the date of this Agreement the equity interest of FGTI consists of 500 shares of Common Stock, 10 of which are issued and outstanding and entitled to vote, and no class of stock is entitled to vote as a class or series.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, FGTI and FGTLLC hereby agree as follows:

1. **Merger.** Subject to the terms hereof and in accordance with the applicable provisions of the DELLCA and BCAM and Section 332 of the Code, FGTI shall be merged with and into FGTLLC and FGTLLC shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of Michigan and the Merger shall become effective at 12:01 a.m. Eastern Standard Time on March 1, 2003 (the "Effective Time").

2. **Principal Place of Business:** The principal place of business of the Surviving Entity shall be: One Parklane Blvd., 600 Parklane Towers East, Dearborn, Michigan 48126.

3. **Conversion of Shares.** The outstanding shares of FGTI Common Stock issued and outstanding immediately prior to the merger shall be converted into a proportionate member interest in the Surviving Entity at the Effective Time of the Merger.

4. **Governing Documents.** The Certificate of Formation and the Limited Liability Company Agreement (the "LLC Agreement") as in effect immediately prior to the Effective Time, until further amended, shall be and remain the Certificate of Formation and the LLC Agreement of the Surviving Entity following the merger.

5. **Officers and Managers/Directors.** The persons who are Officers and Managers of FGTLIC immediately prior to the Effective Time shall, after the Effective Time, be the officers and managers of the Surviving Entity, without change until their successors have been duly elected and qualified in accordance with the Certificate of Formation and LLC Agreement of the Surviving Entity.

6. **Succession.** At the Effective Time, the separate corporate existence of FGTI shall cease. At the Effective Time, (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Entities, subject to all the restrictions, disabilities and duties of each of the Constituent Entities; (ii) all assets, property, real, personal and mixed, and all intellectual property (including but not limited to all patents, patent applications, trademarks and copyrights), belonging to each of the Constituent Entities; and (iii) all debts due to each of the Constituent Entities on whatever account, and all other things in action shall succeed to, be vested in and become the property of the Surviving Entity without any further act or deed as they were of the respective Constituent Entities. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Entities, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of FGTI shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All acts, plans, policies, agreements, arrangements, approvals and authorizations of FGTI, its shareholder and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to FGTI. The employees and agents of FGTI shall become the employees and agents of the Surviving Entity and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of FGTI unless altered by agreement of FGTLIC and such employee.

7. Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors or assigns, there shall be executed and delivered on behalf of FGTI, such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of FGTI, and otherwise to carry out the purposes of this Agreement. The Officers and Managers of the Surviving Entity are fully authorized in the name and on behalf of FGTI or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

8. Amendment and Modification. To the extent permitted by law, this Agreement may be amended, modified, or supplemented at any time prior to the Effective Time with respect to any of the terms contained herein, whether prior to or subsequent to the approval of the shareholder of FGTI and the Member of FGTLIC.

9. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, FGTI and FGTLIC have caused this Agreement to be executed and delivered as of the date first written above.

FORD GLOBAL TECHNOLOGIES, INC.
a Michigan corporation

By: [Signature]
Its: CEO and President

FORD GLOBAL TECHNOLOGIES, LLC
a Delaware limited liability company

By: [Signature]
Its: SECRETARY