

DATED 29 June 2001

DELPHI DIESEL SYSTEMS LIMITED

DELPHI TECHNOLOGIES, INC.

AND

WOODWARD GOVERNOR COMPANY

INTELLECTUAL PROPERTY DEED OF ASSIGNMENT

Baker & McKenzie
One Prudential Plaza
130 E. Randolph Drive
Chicago, Illinois 60601

Telephone: (312) 861-8000

Fax: (312) 861-2899

Ref: MJEH/NJE

INTELLECTUAL PROPERTY DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT (this "Deed") dated 29 June 2001, is made between and among the following

PARTIES:

- (1) **DELPHI DIESEL SYSTEMS LIMITED**, a company incorporated in England with registered number 3870587, whose registered office is CMS Cameron McKenna, Mitre House, 160 Aldersgate Street, London EC1A 4DD ("Vendor").
- (2) **DELPHI TECHNOLOGIES, INC.** a company incorporated under the laws of the State of Delaware, United States of America ("IP Vendor").
- (3) **WOODWARD GOVERNOR COMPANY**, a company incorporated under the laws of the State of Delaware, United States of America ("Woodward").

RECITALS:

- A. By an agreement of even date herewith between the parties and others (the "Business Transfer Agreement"), IP Vendor and Vendor have agreed to sell and Woodward has agreed to purchase all the Intellectual Property (as defined below) of the Business (as defined below).
- B. IP Vendor is the proprietor of the patents and patent applications listed in Schedule 1 Part A (the "Patents") and the registered trade marks listed in Schedule 1 Part B (the "Trade Marks").
- C. Vendor has registered the domain name "bryce.co.uk" (the "Domain Name") with Nominet UK ("Nominet") and as from the date of this Agreement holds all rights, title and interest in the registration of such domain name, subject only to the terms and conditions of the Domain Name Registration Agreement with Nominet.

NOW THIS DEED WITNESSETH as follows:

1. Definitions

1.1 In this Agreement the following words and expressions shall have the following meanings:

"Intellectual Property" has the meaning set out in the Business Transfer Agreement.

"Business" has the meaning set out in the Business Transfer Agreement.

"Registered Intellectual Property" means the Patents and the Trade Marks.

"Unregistered Intellectual Property" means all the Intellectual Property but, excluding the Registered Intellectual Property and the Domain Name.

2. Assignment of the Unregistered Intellectual Property

2.1 In consideration of the sum paid to IP Vendor pursuant to the Business Transfer Agreement, the receipt of which IP Vendor hereby acknowledges, the IP Vendor hereby assigns and transfers to Woodward with full title guarantee all of its property, right, title and interest in and to the Unregistered Intellectual Property, and all its rights, powers, privileges and immunities conferred, arising or accruing therefrom therein wherever in the world enforceable, for the residue of their respective terms, free from any encumbrance.

2.2 It is hereby declared that Woodward shall be entitled to sue for damages and other remedies in respect of every act of infringement of the Unregistered Intellectual Property hereby assigned occurring prior to the date of this Deed.

3. Assignment of the Domain Name

- 3.1 In consideration of the sum paid to Vendor pursuant to the Business Transfer Agreement, the receipt of which Vendor hereby acknowledges, the Vendor hereby assigns to Woodward all its rights, title and interest in and to the Domain Name and all rights and claims under the Domain Name Registration Agreement with Nominet (UK) ("Nominet") in connection with the Domain Name.
- 3.2 Vendor shall effect the technical transfer of the Domain Name to Woodward by executing and delivering to Woodward within 21 days of the Completion Date the "Declaration by Transferor" which is located on the back of Vendor's NOMINET registration certificate for the Domain Name, together with a confirmatory letter on Vendor's letterhead regarding the transfer of the Domain Name in the agreed form (attached hereto as Schedule 2). Woodward will file the "Declaration of Transferor" and confirmatory letter with NOMINET to effect the transfer.

4. Agreement to assign the Registered Intellectual Property

- 4.1 It is understood and agreed that the assignment in the above clauses 2 and 3 shall not operate to assign or otherwise transfer to Woodward any of the Registered Intellectual Property which IP Vendor shall separately assign to Woodward under local assignment agreements in the form, and together with all documentation, required by the relevant registration authorities (the "Assignment Agreements").
- 4.2 Pending the execution by IP Vendor of the Assignment Agreements and the recording of the assignments effected thereby with the relevant registration authorities, IP Vendor undertakes that it shall, at Woodward's cost, be responsible for procuring, and shall pay any fees and costs necessary in connection with, the grant, maintenance and renewal of the Registered Intellectual Property, provided that IP Vendor shall give to Woodward at least thirty (30) days' prior notice of any such fees and costs being due and payable and IP Vendor shall not incur any such fees or costs without obtaining Woodward's prior written consent.

5. General

5.1 IP Vendor and Vendor shall, at Woodward's request, execute and perform or procure to be executed and performed all such further acts, deeds, documents and things as may be necessary to give effect to the terms of this Deed (including, without limitation to transfer all of IP Vendor's and Vendor's right, title and interest in and to the Unregistered Intellectual Property hereby assigned to Woodward), and, pending execution and performance of such acts, deeds, documents and things, IP Vendor or Vendor (as appropriate) shall hold in trust as from the Completion Date for Woodward the legal estate in any of the Unregistered Intellectual Property, Registered Intellectual Property and Domain Name to the extent that it shall not have transferred to Woodward under the terms of this Deed.

5.2 The construction, validity and performance of this Deed shall be governed by the laws of England, and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim hereunder.

IN WITNESS whereof the parties have executed this Deed as shown below the day and year first before written:

EXECUTED as a DEED by)
DELPHI DIESEL SYSTEMS LIMITED)
acting by a duly authorised attorney:)



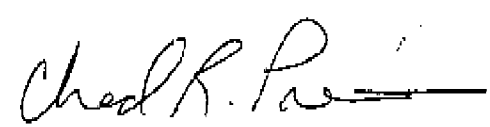
EXECUTED as a DEED by
DELPHI TECHNOLOGIES, INC.
acting by a duly authorised attorney:

)
)
)



EXECUTED as a DEED by
WOODWARD GOVERNOR COMPANY
acting by a signatory authorised to bind the company:

)
)
)



CASE COUNTRY PRI. DATE PRI NUMBER FILED DATE APP. NUMBER GRANT DATE PATENT NO.

SCHEDULE A

Part A

Patents

PATENT

FILE: 016700 FRAME: 0699

LONDOSN1344882.01

8

US 22/10/1998

9823025.3

21/10/1999

09/422579