

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

ArvinMeritor Light Vehicle Systems (UK) Limited

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 9/26/2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Meritor Technology, Inc.

Internal Address: _____

Street Address: 2135 West Maple Road

City: Troy

State: MI

Country: USA Zip: 48084

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

11/389520; 11/492203; 11/491537;
11/417517

☐ This document is being filed together with a new application.

B. Patent No.(s)

6520548; 6520549; 7125057;
7128191

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Karin H. Butchko

Internal Address: Carlson, Gaskey & Olds, P.C.

Street Address: 400 West Maple Road, Suite 350

City: Birmingham

State: MI Zip: 48009

Phone Number: 248-988-8360

Fax Number: 248-988-8363

Email Address: _____

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 320.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1482

Authorized User Name Karin H. Butchko

9. Signature:

Karin Butchko
Signature

August 6, 2007
Date

Karin H. Butchko
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 019649 FRAME: 0684

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

THIS INTELLECTUAL PROPERTY INTEREST PURCHASE AGREEMENT (this "Agreement") made as of the 26 day of September, 2006, effective as of October 4, 2005 (the "Effective Date"), is by and between ARVINMERITOR LIGHT VEHICLE SYSTEMS (UK) LIMITED, a company organized under the laws of England and Wales ("Seller"), and MERITOR TECHNOLOGY, INC., a Delaware corporation ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser are each involved in the business of automotive components;

WHEREAS, Seller owns the Intellectual Property (as hereinafter defined) which is used by the Seller in connection with its access control systems business; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of Seller's right, title, benefit and interest in the Intellectual Property.

WHEREAS, the parties desire to memorialize the agreement between Seller and Purchaser pursuant to which as of the Effective Date, Seller sells to Purchaser and Purchaser purchases from Seller the Intellectual Property in accordance with the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows, effective as of the Effective Date:

AGREEMENT

1. Definitions.

"Intellectual Property" shall mean all of Seller's rights under the laws of patents, trademarks, service marks, designs, design rights, copyrights, moral rights, trade secret rights, and similar exclusive rights in industrial property, in each case whether registered or unregistered, including rights in any Technical Information and any application for any of the foregoing and the rights to apply for or claim priority in respect of any of the foregoing in any part of the world and any similar rights in any country, to the extent related to Seller's access control systems business, including but not limited to, the registered intellectual property listed on Schedule A hereto.

"Technical Information" shall mean all technology, technical information and experience, including but not limited to data, documents, designs, plans, bills of material, specifications, instructions and training materials, methods, processes, systems, advertising materials, drawings, procedures, specifications, guidelines, test and other reports, trade secrets, know how and other confidential and proprietary information, and all proprietary rights therein and including all

variations, modifications, improvements and enhancements thereto, in any form, whether or not marked with a restrictive legend, owned by Seller.

2. Purchase. Seller hereby sells, conveys, transfers and assigns to Purchaser, and Purchaser hereby purchases and acquires, all right, title, benefit and interest (legal, beneficial and equitable) of Seller in and to the Intellectual Property including, without limitation, all goodwill associated with the Intellectual Property and the right to sue for past infringement.

3. Purchase Price. The purchase price (the "Purchase Price") for the Intellectual Property shall be Thirty-One Million Two Hundred Thousand United States Dollars (US \$31,200,000). The parties acknowledge that, in order to complete a comprehensive valuation of the Intellectual Property, the Purchase Price was not determined by the Effective Date, and that Purchaser shall pay to Seller the Purchase Price plus interest from the Effective Date until the date of this Agreement at an annual rate of 4.29%. The Purchase Price plus such interest shall be paid in the form of a loan agreement between Seller and Purchaser in a form agreed upon by the parties.

4. Transfer Taxes and Registration Costs. Seller shall be liable for and shall pay all transfer taxes (if any) in connection with the transfer of the Intellectual Property. Purchaser shall pay any and all costs incurred to register any of the Intellectual Property in the name of Purchaser.

5. Representations and Warranties by Seller and Purchaser. Each of Seller and Purchaser hereby represents and warrants to the other as follows:

(a) It is a company duly organized, validly existing and in good standing under the laws of its jurisdiction.

(b) It has all legal capacity, power and authority to (a) execute, deliver and perform this Agreement, and any other agreement, instrument and certificate executed and delivered pursuant to this Agreement; and (b) to consummate the transactions contemplated under this Agreement.

(c) This Agreement, and any other agreement, instrument and certificate executed and delivered pursuant to this Agreement are the legal, valid and binding obligations of it, enforceable against it in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium, or similar laws relating to the enforcement of creditors' rights and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

6. Representations, Warranties and Covenants of Seller. In addition to those representations and warranties in Section 5, Seller represents, warrants and covenants to Purchaser as follows:

(a) It holds all right, title and interest in the Intellectual Property.

(b) It has all requisite power and authority (corporate or otherwise) to own and transfer the Intellectual Property.

(c) It shall defend the transfer of the Intellectual Property to Purchaser, or its successors and assigns, if any, against any and all claims made by any person or entity whatsoever.

7. Disclaimer of Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE INTELLECTUAL PROPERTY IS SOLD TO PURCHASER ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS AND WITH NO WARRANTIES WHATSOEVER, AND SELLER DISCLAIMS ALL WARRANTIES, GUARANTEES OR CONDITIONS WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY THAT EXERCISE OF ANY RIGHTS TRANSFERRED WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

8. Confirmatory Instruments and Documents. Seller hereby irrevocably constitutes and appoints Purchaser as its true and lawful attorney, with full power of substitution, in the name of Seller but on behalf of and for the benefit of Purchaser, to execute, acknowledge, deliver, swear to, file and record in the appropriate public offices, any and all such confirmatory instruments and documents as may be necessary or appropriate to perfect or evidence the title or interest of Purchaser or its designee in and to any of the Intellectual Property hereby assigned. Seller shall also cooperate with Purchaser and take such actions as may be necessary in connection with the approval and registration procedures required under applicable law.

9. Further Assurances. In addition to such items and actions, from time to time after the date of this Agreement, as and when requested by Seller or Purchaser, the other shall, without further consideration, execute and deliver, or cause to be executed and delivered, such assignments, amendments, certificates, bills of sale, and other instruments of sale, transfer, conveyance, assignment, and confirmation, and furnish such further information, and take, or cause to be taken, such further or other actions as Seller or Purchaser (as applicable) may deem necessary or desirable to more fully transfer, assign and convey the items being conveyed under this agreement and otherwise to carry out the intent and purposes of this Agreement and to consummate and give effect to other transactions, covenants and agreements contemplated hereby. The parties will continue to use their respective best efforts to identify, transfer and record in favor of Purchaser any and all of the intellectual property rights and assets that are intended to be transferred by Seller to Purchaser pursuant to this Agreement.

10. Filings and Consents. Seller and Purchaser will each use their respective best efforts to make all filings and registrations, give all notices and obtain all permits, licenses, consents and approvals from all courts, governmental authorities and other persons and entities as may be required by it under any applicable law, regulation, agreement or instrument binding upon it or which relates to the transfer of the items being transferred by it hereunder as

contemplated in this Agreement or which otherwise is required to consummate or make effective the transactions contemplated in this Agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware and the United States of America applicable to agreements made and to be performed entirely within such state and nation, excluding the State's choice of law rules, and specifically excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

12. Waiver. The failure of either party to enforce at any time or for any period of time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision.

13. Notices. Any notice or communication required or permitted to be given pursuant to this Agreement shall be made in writing and will be delivered by hand, sent by certified mail, return receipt requested, postage prepaid, or sent by facsimile transmission, and in all cases addressed as follows (or to such other address or facsimile number as provided to the other party pursuant to this Section 13):

If to Seller:

ArvinMeritor Light Vehicle Systems (UK) Limited
Attention: Company Secretary
Fordhouse Lane
Birmingham B30 3BW, United Kingdom
Telecopy No.: 44 118 935 9136

If to Purchaser:

Meritor Technology, Inc.
Attention: General Counsel
2135 West Maple Drive
Troy, MI 48084
Facsimile: 248-435-2943

With a copy to Chief Intellectual Property Counsel
at same location and facsimile number

All such notices and communications shall (a) if delivered personally as provided in this Section 13 be deemed given upon delivery and (b) if delivered by facsimile transmission to the facsimile number provided in this Section 13, or by mail in the manner and to the address provided in this Section 13, be deemed given upon receipt.

14. Counterparts. This Agreement may be executed (by original or facsimile) in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

15. Survival. The expiration or termination of this Agreement will not prejudice or otherwise affect any rights of Seller or liabilities of Purchaser existing or arising under this Agreement prior to such termination or expiration.

16. Subject Headings. The subject headings of this Agreement have been placed thereon for the convenience of the parties and shall not be considered in any question of interpretation or construction of this Agreement.

17. Entire Agreement; Amendment. This Agreement supersedes any and all prior and contemporaneous communications, negotiations or documents regarding the subject matter hereof and is the complete expression of the Agreement between Seller and Purchaser. This Agreement may be amended only by an instrument in writing duly executed and delivered by or on behalf of each party hereto.

18. Invalidity. In the event that any provision of this Agreement is declared to be void or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect to the extent feasible in the absence of the void and unenforceable provision. The parties furthermore agree to execute and deliver such amendatory contractual provisions to accomplish lawfully as nearly as possible the goals and purposes of the provision so held to be void or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

SELLER:

ARVINMERITOR LIGHT VEHICLE SYSTEMS
(UK) LIMITED

By: 

Name: A. Johnson

Its: Director

PURCHASER:

MERITOR TECHNOLOGY, INC.

By: 

Name: Vernon G. Baker, II

Its: President and Secretary

SCHEDULE A

Registered Intellectual Property

See attached.

BHLIB:495224.6\110425-00024

COUNTRY	TITLE	PATENT/UTILITY MODEL APPLICATION	FILING DATE	GRANT NO.	GRANT DATE	ARM REF	Current Recorded Assignee
U.S.A.	Vehicle door latch and like actuators	396543	21/08/1989	5046377	10/09/1991	596-1	ArvinMeritor
U.S.A.	Latch Arrangement	022674	20/12/2001	6824176	30/11/2004	00MRA0018	Meritor
U.S.A.	A Latch	10/317007	11/12/2002	6866311	15/03/2005	00MRA0201	ArvinMeritor
U.S.A.	Latch	10/803553	18/03/2004	7048314	23/05/2006	00MRA0265	ArvinMeritor
U.S.A.	A Vehicle	951359	13/09/2001	6650025		00MRA0372	Meritor
U.S.A.	Actuator	09/921439	02/08/2001	6889571	10/05/2005	00MRA0557	Meritor
U.S.A.	An Actuator	09/911920	24/07/2001	6652009	25/11/2003	00MRA0559	Meritor
U.S.A.	Lock Arrangement	995535	28/11/2001	6609737	26/08/2003	00MRA0621	Meritor
U.S.A.	Actuator	09/996189	28/11/2001	6938507	06/09/2005	00MRA0622/0623	Meritor
U.S.A.	An Aperture Closure System	10/241750	11/09/2002	6752440	22/06/2004	01MRA0041	ArvinMeritor
U.S.A.	Door Latch and Door Latch Installation Method	10/281441	25/10/2002	6988750	24/01/2006	01MRA0070	ArvinMeritor
U.S.A.	Cable Linkage	10/127348	22/04/2002	6745641	08/06/2004	01MRA0072	Meritor
U.S.A.	Latch Arrangement	10/024915	19/12/2001	7070212	04/07/2006	01MRA0074	Meritor
U.S.A.	Latch Arrangement	11/474538	19/12/2001			01MRA0074	Filed as Meritor
U.S.A.	A Housing Assembly	10/238991	10/09/2002	6884941	26/04/2005	01MRA0075	ArvinMeritor
U.S.A.	Mechanism	10/780068	17/02/2004	6986534	17/01/2006	01MRA0076	Meritor
U.S.A.	A Mechanism	158567	30/05/2002	7097212	29/08/2006	01MRA0088	ArvinMeritor
U.S.A.	Locking System And Method	10/165203	07/06/2002	6861768	01/03/2005	01MRA0091	ArvinMeritor
U.S.A.	Inside Door Release Mechanism	10/246871	19/09/2002	7105943	12/09/2006	01MRA0093	ArvinMeritor
U.S.A.	Access Control System and Method	10/215274	08/08/2002			01MRA0094/0090	ArvinMeritor
U.S.A.	Door Release and Engagement Mechanism	10/245867	16/09/2002	7070213	04/07/2006	01MRA0097	ArvinMeritor
U.S.A.	Latch Assembly	10/131586	24/04/2002	6773042	10/08/2004	01MRA0121	Meritor
U.S.A.	A Vehicle Subassembly	10/300462	11/11/2002	6938921	06/09/2005	01MRA0387	ArvinMeritor
U.S.A.	Latch Arrangement	10/201550	23/07/2002	6598911	29/07/2003	01MRA0406	ArvinMeritor
U.S.A.	Door Latch Arrangement	10/226368	22/08/2002	6879058	12/04/2005	01MRA0417	ArvinMeritor
U.S.A.	Assembly	10/463078	17/06/2003	6991272	31/01/2006	01MRA0444	ArvinMeritor
U.S.A.	Latch Assembly and Striker	10/682362	09/10/2003	7025395	11/04/2006	01MRA0542	ArvinMeritor
U.S.A.	Latch Assembly and Latch	10/683470	09/10/2003	7029043	18/04/2006	02MRA0008	ArvinMeritor
U.S.A.	Vehicle	10/313340	06/12/2002	6786530	07/09/2004	02MRA0101	ArvinMeritor
U.S.A.	A Latch	10/405946	02/04/2003	6863318	08/03/2005	02MRA0186	ArvinMeritor
U.S.A.	Inertia Locking Mechanism	10/609342	27/06/2003	6971688	06/12/2005	02MRA0221	ArvinMeritor

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U.S.A.	Inertia Locking Mechanism	11/26/2002	27/06/2003		02MRA0221	ArvinMeritor	
U.S.A.	Actuator Assembly	10/630369	30/07/2003		02MRA0222	ArvinMeritor	
U.S.A.	A Lock Mechanism	10/826682	16/04/2004		02MRA0243	ArvinMeritor	
U.S.A.	An Actuator For A Vehicle Door Latch	10/960651	07/10/2004		02MRA0247	ArvinMeritor	
U.S.A.	Actuator	10/518099	19/06/2002		02MRA0334	ArvinMeritor	
U.S.A.	Latch Mechanism	10/917251	12/08/2004		03MRA0118	ArvinMeritor	
U.S.A.	Actuator Assembly	10/970694	21/10/2004		03MRA0184	ArvinMeritor	
U.S.A.	Lock Mechanism	10/958180	04/10/2004	7070214	03MRA0193	ArvinMeritor	
U.S.A.	Latch Bolt	10/943786	17/09/2004		03MRA0223	ArvinMeritor	
U.S.A.	An Actuator Assembly	11/071999	04/03/2005		03MRA0362	ArvinMeritor	
U.S.A.	Latch Mechanism	11/083359	14/03/2005		03MRA0460/493	ArvinMeritor	
U.S.A.	Latch Release Mechanism	11/221363	07/09/2005		04ARM0239	ArvinMeritor	
U.S.A.	Latch Assembly	11/247967	11/10/2005		04ARM0241	ArvinMeritor	
U.S.A.	End Fitting For A Cable	11/221364	07/09/2005		04ARM0271	ArvinMeritor	
U.S.A.	Power Closure Latch Assembly	11/389520	24/03/2006		04ARM0379	ArvinMeritor	
U.S.A.	Vehicle Door Latch	11/492,203	24/07/2006		05ARM0095	ArvinMeritor	
U.S.A.	A Power Release Mechanism	11/491537	21/07/2006		05ARM0121	ArvinMeritor	
U.S.A.	Latch	11/417517	04/05/2006		05ARM0123	ArvinMeritor	
U.S.A.	Vehicle Door Latch Assembly	952800	13/05/1996	6305727	23/10/2001	95UK017	Meritor
U.S.A.	Vehicle Door Latch Assembly	051437	18/09/1996	5906123	25/05/1999	95UK018	Meritor
U.S.A.	Vehicle Door Lock Actuator	051947	18/09/1996	5951070	14/09/1999	95UK019	Meritor
U.S.A.	Vehicle Door Lock Actuator	052000	18/09/1996	6089057	18/07/2000	95UK020	Meritor
U.S.A.	Vehicle Door Lock Actuator	077560	20/09/1996	6123371	26/09/2000	95UK021	Meritor
U.S.A.	Vehicle Door Latch	402291	30/03/1998	6428063	06/08/2002	97UK003	Meritor
U.S.A.	Door Mechanism	424014	12/05/1998	6431617	13/08/2002	97UK004	Meritor
U.S.A.	Vehicle Door Latch	424570	12/05/1998	6520548	18/02/2003	97UK005	ArvinMeritor
U.S.A.	Vehicle Door Latch	445676	18/06/1998	6520549	18/02/2003	97UK006	ArvinMeritor
U.S.A.	Vehicle Door Latch	600005	14/01/1999	6386600	14/05/2002	98UK001	Meritor
U.S.A.	Latch Mechanism	674870	06/05/1999			98UK005	Filed as Meritor
U.S.A.	Vehicle Door Latch	743424	01/07/1999	6540271	01/04/2003	98UK006	Meritor
U.S.A.	Vehicle Door Latch	763275	04/08/1999	6601883	05/08/2003	98UK008	Meritor
U.S.A.	Latch	654234	02/09/2000	6592157	15/07/2003	99AUT053	Meritor
U.S.A.	Latch	10/419017	18/04/2003	7086671	08/08/2006	99AUT053	Meritor
U.S.A.	A Lock Mechanism	841419	24/04/2001	67299663	04/05/2004	99AUT102	Meritor
U.S.A.	Vehicle Aperture Closure Drive System	843237	25/04/2001	6588828	08/07/2003	99AUT104	Meritor
U.S.A.	Latch	048541	11/05/2000	6805387	19/10/2004	99AUT241	Meritor

PATENT

REEL: 019649 FRAME: 0693

U.S.A.	Latch Assembly and Vehicle Including such a Latch Assembly	861068	18/05/2001	7000956	21/02/2006	99AUT242	Meritor
U.S.A.	Power Actuator Arrangement	816206	23/03/2001	6497162	24/12/2002	99AUT243	Meritor
U.S.A.	Latch Mechanism	816845	23/03/2001	6540272	01/04/2003	99AUT246	Meritor
U.S.A.	Latch Mechanism	815959	23/03/2001	6789825	14/09/2004	99MRA0027	Meritor
U.S.A.	Latch Mechanism	10/915963	23/03/2000	7188872		99MRA0027	Meritor
U.S.A.	Latch Assembly	10/030024	30/06/2000	6817636	16/11/2004	99MRA0087/0246	Meritor
U.S.A.	Latch Assembly and Latch Arrangement	09/853330	11/05/2001	6568721	27/05/2003	99MRA0165	Meritor
U.S.A.	Method of Assembly of First and Second Component	853334	11/05/2001	6718613	13/04/2004	99MRA0260	Meritor
U.S.A.	Actuator Assemblies	11/267353	15/02/2001			99MRA0266	Filed as Meritor
U.S.A.	A Lock Mechanism	10/826,682	16/04/2004	7125057		02MRA0243	ArvinMeritor
U.S.A.	Actuator Assembly	10/970,694		7128191		03MRA0184	ArvinMeritor

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