

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

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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):

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

A. Patent Application No.(s)

10/943786; 11/071999; 11/083359

11/221363; 11/247967; 11/221364

B. Patent No.(s)

7070214

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: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00

- ☐ 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 H. 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: 0695

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\10425-00024

| 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 | 5961 | 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 | 10/803653 | 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 |

PATENT

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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 | 04/07/2006 | 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 | 6729663 | 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 |

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| 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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