

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Automotive Components Holdings, LLC	01/23/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Neapco Drivelines, LLC
<b>Street Address:</b>	740 Queen Street
<b>City:</b>	Pottstown
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19464
<b>PROPERTY NUMBERS Total: 16</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6579186
Patent Number:	5772520
Patent Number:	6243937
Application Number:	08926089
Patent Number:	6303896
Patent Number:	6279221
Patent Number:	6527644
Patent Number:	6422947
Patent Number:	6682429
Patent Number:	7115037
Application Number:	11006450
Patent Number:	6705949
Patent Number:	6802780
Patent Number:	6739976
Patent Number:	6722991

**CH \$640.00 6579186**

Patent Number:

7025167

**CORRESPONDENCE DATA**

Fax Number: (312)984-3150

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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ATTORNEY DOCKET NUMBER:

NEAP-0000

NAME OF SUBMITTER:

Thomas M. Gniot

**Total Attachments: 15**

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**INTELLECTUAL PROPERTY  
TRANSFER AND LICENSE AGREEMENT**

This AGREEMENT (“**IP Transfer and License Agreement**”) dated as of January 23, 2008 is by and between Neapco Drivelines, LLC, a Delaware limited liability company (“**Buyer**”), and Automotive Components Holdings, LLC, a Delaware limited liability company (“**ACH**”). Buyer and ACH are each individually referred to herein as a “**Party**” and collectively, as the “**Parties.**”

**W I T N E S S E T H**

WHEREAS, Buyer and ACH are parties to an Asset Purchase Agreement being executed contemporaneously herewith related to the Business, wherein ACH has agreed to transfer certain assets to Buyer, including certain intellectual property assets related to the Business.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants herein contained, and for other good and valuable consideration given by each Party hereto to the others, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto, for themselves, their successors and permitted assigns, intending to be legally bound, agree as follows:

**ARTICLE 1  
DEFINITIONS**

Capitalized terms used but otherwise not defined herein shall have the meanings as assigned to them in the Asset Purchase Agreement. The following terms, as used herein, have the following meanings:

“**Copyrights**” means (i) any copyright in any original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. Section 101 et. seq., whether registered or unregistered, including any applications for registration thereof, (ii) any corresponding foreign copyrights under the laws of any jurisdiction, in each case, whether registered or unregistered, and any applications for registration thereof, and (iii) Common Law or moral rights under the laws of any jurisdiction.

“**Engineering Design Tools**” means CAE tools and documentation held by and used in the Business as identified in **Exhibit 3**. Such Engineering Design Tools are provided on an “as-is” basis, without any commitments that maintenance or any other support will be provided in the future.

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**“Non-Patented Product Design IP and Manufacturing IP”** means all (1) research, product designs, technological models, algorithms, manufacturing processes, design processes, behavioral models, logic diagrams, schematics, test vectors, know-how, computer and electronic data processing and other apparatus programs and software (object code and source code), optical, hydraulic and fluidic apparatus and processes, chemical processing, databases and documentation thereof, technical information, data, specifications, drawings, records, documentation, mask works, Invention Disclosures, works of authorship or other creative works, or websites, and (2) Trade Secrets and Copyrights, related to those items described in (1) above, used exclusively in the Business and in existence as of the applicable Signing Date, including the items listed in **Exhibit 2**. Such Non-Patented Product Design IP and Manufacturing IP is provided on an “as-is” basis, without any commitments that maintenance or any other support will be provided in the future.

**“Transferred Patents”** means the patents, applications, and invention disclosures listed in Exhibit 1A.

**“Licensed Patents”** means the patents, applications, and invention disclosures listed in Exhibit 1B.

**“Related Non-Patented Product Design IP and Manufacturing IP”** means all (1) research, product designs, technological models, algorithms, manufacturing processes, design processes, behavioral models, logic diagrams, schematics, test vectors, know-how, computer and electronic data processing and other apparatus programs and software (object code and source code), optical, hydraulic and fluidic apparatus and processes, chemical processing, databases and documentation thereof, technical information, data, specifications, drawings, records, documentation, mask works, Invention Disclosures, works of authorship or other creative works, or websites, and (2) Trade Secrets and Copyrights, related to those items described in (1) above, owned by ACH and in existence as of the applicable Signing Date, and which is either (A) used by ACH both in the Business and outside of the Business or (B) not currently used by ACH in the Business but relating to propshafts, propshaft subcomponents, or the manufacturing thereof. Such Related Non-Patented Product Design IP and Manufacturing IP includes the items listed in Exhibit 2 and is provided on an “as-is” basis, without any commitments that maintenance or any other support will be provided in the future.

**“Trade Secrets”** means business and technical methods, processes, information, compilations and know-how that are not publicly known and which give the owner a competitive advantage in its business. Such Trade Secrets are provided on an “as-is” basis, without any commitments that maintenance or any other support will be provided in the future.

**ARTICLE 2**  
**LICENSES AND TRANSFERS**

**2.01 Intellectual Property Assignment.** ACH hereby sells, assigns and transfers to Buyer all right, title, and interest in and to the Transferred Patents listed in Exhibit 1A, subject to existing licenses, free and clear of all Liens other than Permitted Liens, including priority rights and the rights to file continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions and foreign counterparts thereof, and including all right, title and interest in and to any and all causes of action and rights of recovery, including for past infringement of the Transferred Patents. ACH hereby sells, assigns and transfers to Buyer all right, title, and interest, subject to existing licenses, to the Non-Patented Product Design IP and Manufacturing IP free and clear of all Liens and including all right, title and interest in and to any and all causes of action and rights of recovery. In the event that any product program having a Transfer Date identified in the Business Transition Plan of the Asset Purchase Agreement: (a) is removed from the transaction by mutual agreement of the Parties; or (b) does not actually transfer to Buyer by the last Transfer Date identified in such Business Transition Plan (including any modifications thereof) other than as a result of ACH's failure to comply with the Asset Purchase Agreement, then any Transferred Patents and Non-Patented Product Design IP and Manufacturing IP assigned to Buyer hereunder which are utilized exclusively in such non-transferred product program shall then revert to ownership by ACH, subject to Buyer having a right to obtain a royalty-bearing, nonexclusive license in the field of propshafts and propshaft components on commercially-reasonable terms and conditions. Notwithstanding the foregoing, ACH retains a royalty-free, irrevocable, worldwide, nonsublicensable, nonexclusive license under the Transferred Patents and the Non-Patented Product Design IP and Manufacturing IP to make, have made, use, have used, offer for sale, sell, and import propshafts and propshaft components solely in connection with the Chrysler Business.

**2.02 Intellectual Property License.**

(a) ACH hereby grants to Buyer an irrevocable, royalty-free, exclusive, worldwide, transferable license, under the Licensed Patents of Exhibit 1B to make, have made, use, have used, sell, offer for sale, and import products within the field of propshafts and propshaft subcomponents, including the right to grant sublicenses within the field of propshafts and propshaft subcomponents. ACH agrees not to grant any additional licenses under the Licensed Patents of Exhibit 1B to third parties that would allow such third parties to compete with Buyer within the scope of the Business of manufacturing and selling propshafts and propshaft subcomponents. For the avoidance of doubt, this Agreement shall not affect any aspect of any existing licenses to the Licensed Patents of Exhibit 1B or the Related Non-Patented Product Design IP and Manufacturing IP (such as the preexisting nonexclusive license to Ford Motor Company).

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(b) ACH hereby grants to Buyer an irrevocable, royalty-free, nonexclusive, worldwide, transferable license, under the Related Non-Patented Product Design IP and Manufacturing IP to make, have made, use, have used, sell, offer for sale, and import products within the field of propshafts and propshaft subcomponents.

**2.03** The assignments of Section 2.01 and the license grants of Section 2.02 shall be null and void and all right, title, and interest in and to the Transferred Patents and the Non-Patented Product Design IP and Manufacturing IP shall be vested in ACH with no rights or licenses to Buyer in the event that the Asset Purchase Agreement terminates prior to occurrence of a first successful Transfer Date under the Business Transition Plan.

**2.04 Enforcement Actions.** For the purpose of enforcing Buyer's exclusive license to the Licensed Patents, Buyer is empowered to bring suit in its own name, or if required by law, jointly with ACH, at Buyer's own expense and on its own behalf, for infringement of the Licensed Patents, provided that Buyer gives 60 days advance written notice to ACH of its intention to file such suit. Within 60 days of receiving such written notice, ACH will either 1) consent to be joined and will join and reasonably cooperate in such suit (ACH to bear the cost and expense of its joining), or 2) transfer all right, title, and interest of ACH to Buyer without further consideration (Buyer to bear the cost and expense of such transfer) for those Licensed Patents which are subject of the proposed suit, including all right, title and interest in and to any and all causes of action and rights of recovery, including for past infringement, subject to retention by ACH of a worldwide, exclusive, royalty-free, sublicensable, and transferable license to make, have made, use, have used, offer for sale, sell and import products in any field other than the field of propshafts and propshaft subcomponents.

**2.05 Service Agreement.** ACH hereby sells, assigns and transfers to Buyer all right, title, and interest in and to the work product created pursuant to the Services Agreement dated September 24, 2007, between ACH and Neapco LLC, including any Intellectual Property Rights arising therefrom (including any patents, patent applications, Trade Secrets, Copyrights, and Non-Patented Product Design IP and Manufacturing IP) free and clear of all Liens and further including all right, title and interest in and to any and all causes of action and rights of recovery. In the event that any product program having a Transfer Date identified in the Business Transition Plan of the Asset Purchase Agreement: (a) is removed from the transaction by mutual agreement of the Parties; or (b) does not actually transfer to Buyer by the last Transfer Date identified in such Business Transition Plan (including any modifications thereof) other than as a result of ACH's failure to comply with the Asset Purchase Agreement, then any Intellectual Property Rights assigned to Buyer hereunder and arising out of work exclusively required for the support of such product program shall then revert to ownership by ACH, subject to Buyer retaining a perpetual, irrevocable, royalty-free, nonexclusive, paid-up, worldwide license with the right to sublicense to make, have made, use, have used, import, sell or otherwise dispose of propshafts and propshaft components.

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Notwithstanding the foregoing, ACH retains a royalty-free, irrevocable, worldwide, nonsublicensable, nonexclusive license under the work product created pursuant to the Services Agreement dated September 24, 2007 between ACH and Neapco LLC, including any Intellectual Property Rights arising therefrom, to make, have made, use, have used, offer for sale, sell, and import propshafts and propshaft components solely in connection with the Chrysler Business.

**2.06 Improvements.** Buyer grants and agrees to grant to Ford and its Affiliates (now existing and in the future) a perpetual, irrevocable, royalty-free, nonexclusive, worldwide license to make, have made, use, have used, sell, and import propshafts and propshaft components for use in and service for vehicles of Ford and its Affiliates relating to any Intellectual Property Rights (including any patents, patent applications, Trade Secrets, and Copyrights) conceived by or on behalf of Buyer which are modifications to or improvements of Transferred Patents, Licensed Patents, Non-Patented Product Design IP and Manufacturing IP, or Related Non-Patented Product Design IP and Manufacturing IP and which has not reverted to ACH under Sections 2.01 or 2.05 as of the date of conception, and which are conceived on or before the expiration of the Ford-Buyer Purchase and Supply Agreement. For the avoidance of doubt, (i) if an Affiliate of Ford becomes divested from Ford, then the Affiliate or a successor company controlling the Affiliate shall continue to be licensed with respect to any existing vehicle lines utilizing this license at the time of its separation from Ford, and (ii) if more than 50% of the equity ownership of an entity is acquired by or controlled by Ford or its Affiliates or is otherwise created and more than 50% owned or controlled by Ford or its Affiliates, then such acquired, successor or newly formed company which is owned or controlled, directly or indirectly by Ford or its Affiliates, shall be an Affiliate of Ford for purposes of this Agreement and shall be a beneficiary of this license, but with respect to an acquired entity, only from the date of such acquisition forward.

**2.07 Engineering Design Tools.** ACH hereby transfers to Buyer, as of the first Employment Date involving Visteon Salaried Employees, nonexclusive, royalty-free, transferable licenses from Visteon as held by ACH under the Visteon-owned Engineering Design Tools listed in **Exhibit 3**. Such licenses are subject to the pre-existing terms and conditions provided in the Intellectual Property Contribution Agreement dated October 1, 2005, among ACH, Visteon Corporation, and Visteon Global Technologies, Inc., and Buyer accepts the transfer and assumes all of ACH's obligations (but only as to performance of such obligations after such first Employment Date) with respect thereto as stated therein.

### **2.08 Trademark License.**

(a) ACH has a proprietary interest in certain trademarks, trade names, and service marks historically used by ACH that are not transferred to Buyer herein,

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including, without limitation, "ACH", "Automotive Components Holdings LLC", and the following logo (the "ACH Marks"):



The Parties recognize that the Business will have existing signage, supplies and other materials that include ACH Marks on the Signing Date ("**Existing Materials**"). ACH grants Buyer and its Affiliates a royalty-free, irrevocable, paidup, worldwide, non-exclusive license to use the ACH Marks on the Existing Materials for existing uses for a period of twelve (12) months from the Signing Date ("**Phase Out Period**"); provided, however, strictly internal use by Buyer of private materials existing as of the Signing Date containing the ACH Marks which use is not in connection with the sale, offer for sale, distribution, or advertising of goods or services, and which would not otherwise be likely to cause confusion ("**Non-commercial Instances**"), is permitted to continue indefinitely. Non-commercial Instances shall include, without limitation, engineering documentation. Such license rights are not transferable without the express consent of ACH, which ACH may withhold in its sole discretion. Buyer agrees that as of thirty (30) days after the Signing Date, it shall not produce, or have produced, any additional supplies or other goods bearing the ACH Marks, without ACH's express permission. In addition, Buyer agrees that it will not use the ACH Marks on forms, labels or other items where it would cause confusion regarding the contracting entity. On expiration of the Phase Out Period, Buyer shall destroy all remaining Existing Materials in Buyer's inventory or control except Non-commercial Instances or those Existing Materials produced or held under a separate license or under authority from ACH, or Buyer shall remove the ACH Marks from such Existing Materials. At ACH's request, Buyer will give ACH satisfactory evidence of the destruction or removal in the form of a written certificate stating the same.

(b) All use of the ACH Marks under the license of Section 2.08(a) shall inure solely to the benefit of ACH. Buyer shall not claim any title or any proprietary right to the ACH Marks by virtue of the licenses granted above to Buyer. Buyer agrees to use the ACH Marks only in connection with the conduct of Buyer's Business to provide goods and services which meet quality standards at least as great as those used by ACH on the Signing Date.

**2.09 Implied License for Purchased Parts.** ACH hereby sells, assigns and transfers to Buyer all right, title and interest in and to that portion of its implied license under all Visteon-owned Intellectual Property Rights related to purchased parts utilized in components produced by the Business, which implied license was granted by Visteon in Paragraph 2.07 of the Intellectual Property Contribution Agreement dated October 1,



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2005, among ACH, Visteon Corporation, and Visteon Global Technologies, Inc., in accordance with all the limitations thereof.

### ARTICLE 3 PROVISIONS APPLICABLE TO TRANSFERRED AND LICENSED PATENTS

**3.01** The Parties agree that there shall be a six (6) month waiting period commencing on the Signing Date of this Agreement during which Buyer shall not initiate any allegation directed against or to Dana Corporation for infringement of any Patents listed in Exhibit 1A. Consistent with Section 3.02, Buyer shall be allowed to counter any threatened patent claims by Dana Corporation made against Buyer by making an allegation during the six (6) month waiting period directed against Dana Corporation for infringement of Patents listed in Exhibit 1A. Furthermore, any claim made by Buyer against Dana Corporation in connection with the Patents listed in Exhibit 1A after the six (6) month waiting period can include infringement liability arising during the six (6) month waiting period.

**3.02** The Parties agree to consult one another regarding mutually satisfactory approaches for making any allegations of infringement of any Patents listed in Exhibit 1A against Dana Corporation during the term of this Agreement, taking into consideration the significance of potential patent threats to Buyer's business, the relevance of existing patent threats to Buyer's production for Ford, and the potential impact it would have on attempts by Ford to resolve other allegations of infringement involving Dana Corporation.

**3.03** In the event that Buyer desires to abandon a Patent assigned pursuant to Section 2.01 in any country of the world, it shall, as soon as practicable (and in any event reasonably prior to any applicable patent office deadlines), notify ACH in writing of such intention and ACH may thereafter elect to assume responsibility for such patent, in which case it will within sixty (60) days of receiving Buyer's notification of intent to abandon, notify Buyer in writing of its decision. Buyer will, as soon as practicable after receiving notice of ACH's decision to assume responsibility for the patent, and without payment of further consideration by ACH, assign any and all right, title and interest in and to the patent to ACH, including all right, title and interest in and to any and all causes of action and rights of recovery, including for past infringement. Following such assignment, ACH will assume the payment of all costs and expenses associated with the patent, including prosecution and maintenance of such patent. ACH agrees to grant a fully paid-up, royalty free, non-exclusive license under such patent to Buyer to make, have made, use, sell, offer for sale, and import any products in such country.

**3.04** In the event that ACH desires to abandon any patent or patent application within the Licensed Patents, it shall, as soon as practicable (and in any event reasonably prior to any applicable patent office deadlines), notify Buyer in writing of such intention

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and Buyer may thereafter elect to assume responsibility for such patent, in which case it will within sixty (60) days of receiving ACH's notification of intent to abandon, notify ACH in writing of its decision. ACH will, as soon as practicable after receiving notice of Buyer's decision to assume responsibility for the patent or applications, and without payment of further consideration by Buyer, assign any and all right, title and interest in and to the patent or application to Buyer, including all right, title and interest in and to any and all causes of action and rights of recovery, including for past infringement. Such assignment shall be subject to retention by ACH of a fully paid-up, royalty free, non-exclusive, transferable license under such patent to make, have made, use, sell, offer for sale, and import any products other than propshafts or propshaft subcomponents in such country. Following such assignment, Buyer will assume the payment of all costs and expenses associated with the patent, including prosecution and maintenance of such patent.

### ARTICLE 4 CONSIDERATION

4.01 The transfers and licenses made herein to the Buyer are made by ACH pursuant to the obligations under the Asset Purchase Agreement and in consideration for all of the promises, agreements, undertakings and obligations set forth therein.

### ARTICLE 5 REPRESENTATION AND WARRANTIES

5.01 The Parties agree that all representations and warranties relating to matters contemplated herein are set forth in the Asset Purchase Agreement, which representations and warranties are incorporated herein by reference, as if fully stated herein.

### ARTICLE 6 CONFIDENTIALITY

6.01 Buyer agrees to hold in confidence, and to use only as permitted by the licenses granted by this Agreement, all Engineering Design Tools licensed to Buyer hereunder, which are designated in writing or by appropriate stamp or legend as "CONFIDENTIAL" or some similar marking of like importance, or where the nature of the information is such that a reasonable person who deals with such information knows that the owning party intends to or is obligated to maintain it as confidential (hereinafter "Confidential Information"). Buyer agrees to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use and disclosure of the Confidential Information to third parties as it uses to protect its own confidential

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information of like importance. The obligations of this Section 6.01 shall terminate on December 31, 2009.

**6.02** Notwithstanding any other provision of this Agreement, the obligations of restricted disclosure and use specified herein will not apply to Confidential Information which:

- (a) is available to the public as of the Signing Date or later becomes available to the public without breach of this Agreement; or
- (b) is authorized for release in writing by the owner of the Confidential Information prior to the applicable disclosure; or
- (c) is lawfully obtained from a third party or parties without a duty of confidentiality; or
- (d) is disclosed to a third party by the owner of the Confidential Information without a similar duty of confidentiality; or
- (e) is at any time developed by the Buyer independently of any related disclosure(s) from the disclosing party.

**6.03** With regard to any Confidential Information disclosed pursuant to this Agreement, the Buyer shall not be liable for unauthorized disclosure of such Confidential Information pursuant to judicial action, statute or governmental regulations or requirements, provided that the Buyer notifies ACH of the Confidential Information of the need for such disclosure within a reasonable period of time before such disclosure is required. Disclosure of Confidential Information by a Buyer under this Agreement to a third party will be permitted only to the extent necessary to carry out the license grants herein, and only after such third party agrees to adhere to confidentiality provisions at least as restrictive as those adhered to by the Buyer under this Agreement and to use such Confidential Information only to provide products to, or purchase products from, the Buyer herein.

## ARTICLE 7 MISCELLANEOUS

**7.01 Obligation to Disclose Technology.** The Parties agree to put forth a good faith effort to transfer copies of documents and information requested by Buyer as part of the Engineering Design Tools and the Non-Patented Product Design IP and Manufacturing IP, and to otherwise give full enabling effect to the licenses granted and the ownership transferred hereunder.

**7.02. Inadvertent Omissions.** To the extent any Intellectual Property Rights are discovered or identified at any time before or after each respective Transfer Date, which are held by ACH and are required by Buyer to enable Buyer to operate the Business with respect to such rights in the same manner as by ACH prior to the

respective Transfer Date, ACH hereby sells, assigns and transfers to Buyer all right, title, and interest in and to such Intellectual Property Rights, subject to existing licenses, free and clear of all Liens other than Permitted Liens, and including all right, title and interest in and to any and all causes of action and rights of recovery, including for past infringement.

**7.03 Assignability.** Either Party may, directly or indirectly, in whole or in part, whether by operation of law or otherwise, assign or transfer this Intellectual Property Transfer and License Agreement, without the other Party's prior written consent; provided that in doing so the assignee or transferee agrees to assume all the liability and obligations hereunder to the other Party. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

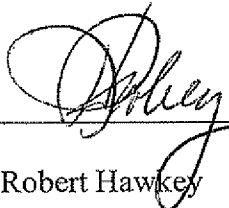
**7.03 Counterparts.** This Agreement may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

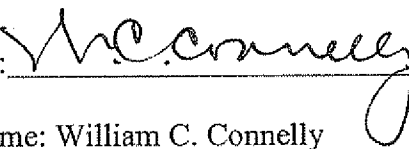
**7.04** Each Section of Article XII of the Asset Purchase Agreement is incorporated herein by reference to the extent not inconsistent with any of the terms and conditions of this IP Transfer and License Agreement.

WHEREFORE, the Parties have signed this IP Transfer and License Agreement.

NEAPCO DRIVELINES, LLC

AUTOMOTIVE COMPONENTS HOLDINGS, LLC

By:  \_\_\_\_\_  
Name: Robert Hawkey

By:  \_\_\_\_\_  
Name: William C. Connelly

Title: President and Chief Executive Officer

Title: Chief Executive Officer

Date: January 23, 2008

Date: January 23, 2008

*[Signature Page to Intellectual Property Transfer and License Agreement]*

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**Exhibit 1A  
Transferred Patents**

Docket Number	Patent/Pub/App Number	Title	Country	Status
199-1819	6579186	SPIDER HAVING A SUPPORT SURFACE FOR USE IN A UNIVERSAL JOINT	US	Active
195-0965	5772520	VENTED STUDYOKE ON SLIP-BETWEEN-CENTER DRIVESHAFT	US	Active
197-0480	6243937	DRIVESHAFT SLIP YOKE FLUID SEALING PLUG	US	Active
197-0480	08/926089	DRIVESHAFT SLIP YOKE FLUID SEALING PLUG	US	Inactive
198-1474	2356030	DYNAMIC BALANCING BY LASER MATERIAL REMOVAL	GB	Active
198-1474	10035340	DYNAMIC BALANCING BY LASER MATERIAL REMOVAL	DE	Active
198-1474	2000-234433	DYNAMIC BALANCING BY LASER MATERIAL REMOVAL	JP	Inactive
198-1474	6303896	DYNAMIC BALANCING BY LASER MATERIAL REMOVAL	US	Active
198-1475	6279221	VEHICLE DRIVESHAFT	US	Active
198-1475	6527644	VEHICLE DRIVESHAFT	US	Active
199-0703	6422947	DRIVESHAFT BEARING ASSEMBLY	US	Active
199-0703	10105335.5	DRIVESHAFT BEARING ASSEMBLY	DE	Inactive
199-0703	0101349.9	DRIVESHAFT BEARING ASSEMBLY	GB	Inactive
199-0703	2001/001003	DRIVESHAFT BEARING ASSEMBLY	MX	Inactive
V201-0716	6682429	SHAFT WITH A VENTING SYSTEM	US	Active
V201-0716	10325528.1	SHAFT WITH A VENTING SYSTEM	DE	Active
V201-0716	2390886	SHAFT WITH A VENTING SYSTEM	GB	Active
V203-0067	7115037	UNIVERSAL JOINT AND METHOD OF SERVICING A STAKED UNIVERSAL JOINT	US	Active
V204-0014	11/006450	SPLINE SHAFT SEAL ASSEMBLY	US	Active
V200-0901	6705949	SHAFT SPLINE HAVING A STRAIGHT SIDE TOOTH PROFILE	US	Active
V200-0901	10238968.3	SHAFT SPLINE HAVING A STRAIGHT SIDE TOOTH PROFILE	DE	Active
V200-0901	0217343.3	SHAFT SPLINE HAVING A STRAIGHT SIDE TOOTH PROFILE	GB	Inactive
V200-0956	6802780	SEAL FOR DOUBLE-TUBE DRIVESHAFT	US	Active
V200-0957	6739976	PLASTIC BOOT FOR SEALING DOUBLE-TUBE DRIVESHAFT	US	Active
V201-0085	6722991	VENTING SYSTEM AND METHOD FOR A DRIVESHAFT	US	Active
V202-0092	7025167	A SHAFT TO TRANSFER TORQUE IN A VEHICLE	US	Active

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**Exhibit 1B  
Licensed Patents**

Docket Number	Patent/Pub/App Number	Title	Country	Status
189-0644	5234378	ROTATIONALLY BALANCED ASSEMBLY	US	Active
189-0644	2047460-2	ROTATIONALLY BALANCED ASSEMBLY	CA	Inactive
199-1177	6623364	TUNABLE SLIP YOKE DAMPER ASSEMBLY	US	Active
199-1177	02255099.0	TUNABLE SLIP YOKE DAMPER ASSEMBLY	DE	Inactive
199-1177	02255099.0	TUNABLE SLIP YOKE DAMPER ASSEMBLY	FR	Inactive
199-1177	02255099.0	TUNABLE SLIP YOKE DAMPER ASSEMBLY	GB	Inactive
199-1177	02255099.0	TUNABLE SLIP YOKE DAMPER ASSEMBLY	EP	Inactive
V200-0284	7143510	SHAFT ASSEMBLY PROVIDING A SURFACE FOR FORMING JOINTS	US	Active
V200-0284	09/965316	SHAFT ASSEMBLY PROVIDING A SURFACE FOR FORMING JOINTS	US	Active
V200-0284	10231448.9	SHAFT ASSEMBLY PROVIDING A SURFACE FOR FORMING JOINTS	DE	Inactive
V200-0284	10245501.5	SHAFT ASSEMBLY PROVIDING A SURFACE FOR FORMING JOINTS	DE	Inactive
V200-0284	2380239	SHAFT ASSEMBLY PROVIDING A SURFACE FOR FORMING JOINTS	GB	Inactive
V201-0322	6701802	BALANCING WEIGHT FOR A ROTATING SHAFT	US	Active
V201-0322	10258746.9	BALANCING WEIGHT FOR A ROTATING SHAFT	DE	Inactive
V201-0322	0226088.3	BALANCING WEIGHT FOR A ROTATING SHAFT	GB	Inactive
V202-0221	10/386052	ROTATABLY BALANCED SHAFT AND BALANCING METHOD	US	Inactive
V202-0313	6893349	METHOD AND ASSEMBLY FOR BALANCING A SHAFT ASSEMBLY WITH MISBUILD PREVENTION DEVICE	US	Active
V203-0262	not filed	PROCESSING METHODOLOGY TO HEAT TREAT AND FORM LOCALIZED AREAS OF PRE-AGE HARDENED ALUMINUM ALLOY TUBING EXTRUSIONS	US	Inactive
V203-0567	11/004417	STIR WELDED DRIVE SHAFT AND METHOD OF MAKING SAME	US	Active
V203-0568	7083523	DAMPER FOR A VEHICLE TORQUE TRANSFERRING ASSEMBLY	US	Active
81143115	11/527051	MULTIFREQUENCY TUNABLE ENERGY ABSORBER FOR NVH CONTROL	US	Active
81145585	11/516287	STEEL DRIVESHAFT WITH CAST IRON YOKE	US	Active
81151710	11/711312	DRIVESHAFT CENTER BEARING WITH TMD	US	Active
199-1810	6582151	DRIVE AXLE ASSEMBLY	US	Active
V203-0187	7222426	METHOD OF FORMING CONSTANT VELOCITY JOINT	US	Active

PROJECT WILDLIFE

**Exhibit 2**  
**Non-Patented Product Design IP and Manufacturing IP**

Operator Work Instruction sheets  
Quality control plans  
Equipment/process training manuals  
Preventive maintenance schedules and instructions  
Critical spare parts lists  
VMOS processes/procedures  
QOS processes/procedures  
Process start-up/shutdown procedures  
Production machine/equipment control language / logic (w/supporting documentation)  
Design Specifications  
Product Specifications  
Functional Specifications  
Feature Specifications  
Process Specifications  
Interface Requirements  
FMEA  
DVP&R  
Design Drawings  
Electrical Schematics  
Development Plans  
Test Plans  
Test Procedures  
Block Diagrams  
Mask Works  
Databases  
Website Information

Such Non-Patented Product Design IP and Manufacturing IP is provided on an "as-is" basis as of Signing Date, without any commitments by either party that maintenance or any other support will be provided in the future.

**Exhibit 3**  
**Licensed Engineering Design Tools**

<b>Application Name</b>	<b>Description</b>
CAE Assignment Tracking System (ATS)	Tracks the CAE request and projects.
DataX	Web Based solution for exchanging data with OEMs and Suppliers
Digital Buck	Visual design aid where master packages are used to check clearances.
Drafting Symbols	Used in CAD.
Electronic Release	Enables generation of Tiff drawings from within the CAD tool and export to Visteon DOCMAN
KBE Rule Database	A web tool to organize all engineering rules data and provide a comprehensive mechanism for product design activities.
KBE Standard Component Database	A web tool to manage standard components in various PD groups.
KBE Tooling Feasibility	Checks for undercuts, drafts, and sharp edges.
TDM Visteon Template	Projects and Libraries for IDEAS TDMs
Terminal Information Manager (TIM)	Data mining tool used to extract data from WERS and CMMS and put it into an Excel spreadsheet
Vexport	IDEAS data export between TDMs and tessellation
Visteon Docman	Document management.
VTESS	Cad data tessellation and storage software
VTOOLS	A suite of tools internally developed for C3P IDEAS
KBE Spline	Performs geometry sizing and stress calculation for spline design.
KBE-Drawing Toolbox	KBE tool to assist I-DEAS designer to generate title block and other drawing utilities.
KBE-Envelope	Application to remove the history and internal details of a CAD design to create an envelope part, in preparation for sending it to the customer.
KBE-Model Validation	Verifies that CAD models meet OEM-specific requirements.
KBE-ToolBar	Provides a toolbar on the Unix screen for quick access to any application.
KBE-VADSIM	Enables system level Driveline assembly FE model generation for CAE analysts in Chassis Driveline System.



PROJECT WILDLIFE

KBE-VCAxT	Web-based solution that can translates CAD data from one CAD format to another
KBE-Axle Stackup Analysis	Assists designers and engineers to perform axle stackup analysis and manage the stackup data among programs.
KBE-Driveshaft	Helps product engineers to design and analyze the driveshaft subsystem including component sizing.

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