

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/28/2008
CONVEYING PARTY DATA	
Name	Execution Date
Raytech Systems, LLC	03/28/2008
RECEIVING PARTY DATA	
Name:	Raybestos Powertrain, LLC
Street Address:	711 Tech Drive
City:	Crawfordsville
State/Country:	INDIANA
Postal Code:	47933
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	6852020
Patent Number:	6875077
Patent Number:	6899610
Patent Number:	6945846
Patent Number:	6964601
Patent Number:	6979256
Patent Number:	7025668
Patent Number:	7037184
Application Number:	11581706
Patent Number:	6863774
Application Number:	10964603
CORRESPONDENCE DATA	
Fax Number:	(215)963-5001

CH \$440.00 6852020

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PATENT
REEL: 023409 FRAME: 0243

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

Phone: 215-963-4954
Email: rudal@morganlewis.com
Correspondent Name: Robert P. Udal
Address Line 1: 1701 Market Street
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	100359-0001
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NAME OF SUBMITTER:	Robert P. Udal
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Total Attachments: 10
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**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF MERGER

of

RAYTECH SYSTEMS, LLC

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Certificate of Merger of the above Delaware Foreign Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The following non-surviving entity(s):

RAYBESTOS POWERTRAIN, LLC
a(n) Domestic Limited Liability Company (LLC)

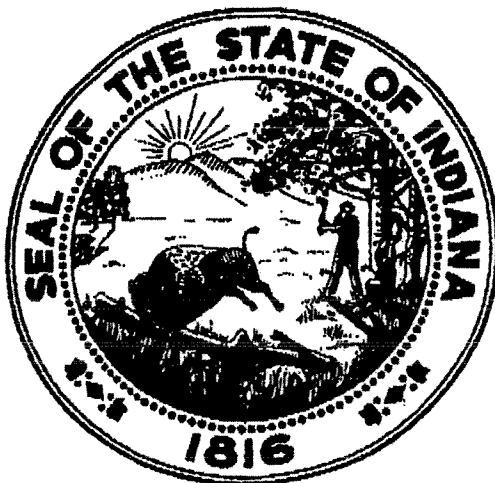
merged with and into the surviving entity:

RAYTECH SYSTEMS, LLC

The name following said transaction will be:

RAYBESTOS POWERTRAIN, LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, March 28, 2008.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 28, 2008.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

1999090238 / 2008040220568



ARTICLES OF MERGER OF LIMITED LIABILITY COMPANIES

State Form 49463 (R / 4-03)

Approved by State Board of Accountancy 15

**APPROVED
AND**

[Signature]
SECRETARY OF STATE

**INDIANA SECRETARY OF STATE
RECEIVED**

2009 MAR 28 PM 4:27

**TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington Street, Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576**

Indiana Code 23-18-7-1 et. seq.

FILING FEE: \$90.00

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one (1) copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

**ARTICLES OF MERGER
OF**

Raybestos Powertrain, LLC

(hereinafter "the nonsurviving Limited Liability Company(s)")

INTO

Raytech Systems, LLC

(hereinafter "the surviving Limited Liability Company")

ARTICLE I - SURVIVING LIMITED LIABILITY COMPANY

SECTION 1:

The name of the LLC surviving the merger is Raytech Systems, LLC and
such name ☒ has ☐ has not (designate which) been changed as a result of the merger.

SECTION 2:

a. The surviving LLC is a domestic LLC existing pursuant to the provisions of the Indiana Business Flexibility Act on _____.

b. The surviving LLC is a foreign LLC organized under the laws of the State of Delaware and
☒ qualified ☐ not qualified (designate which) to do business in Indiana.

If the surviving LLC is qualified to do business in Indiana, state the date of qualification: September 2, 1999
(If Application for Certificate of Authority is filed concurrently herewith state "Upon approval of Application for Certificate of Authority".)

ARTICLE II - NONSURVIVING LIMITED LIABILITY COMPANY (S)

The name, state of organization, and date of organization or qualification (if applicable) respectively, of each Indiana domestic LLC and Indiana qualified foreign LLC other than the survivor, which is party to the merger is as follows:

Name of LLC

Raybestos Powertrain, LLC

State of Domicile

Indiana

Date of organization or qualification in Indiana (if applicable)

May 5, 1999

Name of LLC

State of Domicile

Date of organization or qualification in Indiana (if applicable)

Name of LLC

State of Domicile

Date of organization or qualification in Indiana (if applicable)

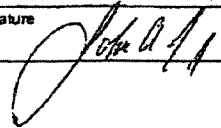
ARTICLE III - PLAN OF MERGER

The Plan of Merger, containing such information as required by Indiana Code 23-18-7-2, is set forth in "Exhibit A", attached hereto and made a part hereof.

ARTICLE IV - APPROVAL OF MERGER

☒ The plan of merger was approved by each LLC as required by the of the state of its organization.
In Witness Whereof, the undersigned being the Sole and Managing Member of the surviving LLC
Manager or member
executes these Articles of Merger and verifies, subject to penalties of perjury that the statements contained herein are true, this
28th day of March, 2008.

Signature



Printed name

John A Butz Jr

John Butz, Chief Executive Officer
PowerTrain Holdings, Inc., sole member of
PowerTrain Operations, LLC, sole member of
Raytech Systems, LLC

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AGREEMENT AND PLAN OF MERGER

OF

RAYTECH POWERTRAIN, LLC
(A Delaware limited liability company),

RAYTECH INNOVATIVE SOLUTIONS, LLC
(An Indiana limited liability company)

AND

RAYBESTOS POWERTRAIN, LLC
(An Indiana limited liability company),

WITH AND INTO

RAYTECH SYSTEMS, LLC
(a Delaware limited liability company)

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger"), dated as of March 18, 2008, sets forth the terms and conditions pursuant to which Raytech Systems, LLC, a Delaware limited liability company ("Raytech Systems"), Raytech Powertrain, LLC, a Delaware limited liability company ("Raytech Powertrain"), Raytech Innovative Solutions, LLC, an Indiana limited liability company ("RIS") and Raybestos Powertrain, LLC, an Indiana limited liability company ("Raybestos Powertrain") shall effect a series of mergers.

WITNESSETH:

WHEREAS, the sole and Managing Member of Raytech Systems, the sole and Managing Member of Raytech Powertrain, the sole and Managing Member of RIS and the sole and Managing Member of Raybestos Powertrain deem it desirable, upon the terms and subject to the conditions herein stated, that Raytech Powertrain, RIS and Raybestos Powertrain shall be merged with and into Raytech Systems through three separate mergers and that Raytech Systems be the surviving company following each of the mergers, with each membership interest in Raytech Powertrain, RIS and Raybestos Powertrain cancelled at the time of each merger.

1. Parties to Mergers.

(a) Raytech Systems is a limited liability company duly organized and in good standing under the laws of the State of Delaware. All of the membership interests of Raytech Systems are owned by PowerTrain Operations, LLC ("PowerTrain Operations").

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(b) Raytech Powertrain is a limited liability company duly organized and in good standing under the laws of the State of Delaware. All of the membership interests of Raytech Powertrain are owned by PowerTrain Operations.

(c) RIS is a limited liability company duly organized and in good standing under the laws of the State of Indiana. All of the membership interests of RIS are owned by PowerTrain Operations.

(d) Raybestos Powertrain is a limited liability company duly organized and in good standing under the laws of the State of Indiana. All of the membership interests of Raybestos Powertrain are owned by PowerTrain Operations.

2. Mergers. At the Effective Times (as defined in Section 3 hereof), each of the following mergers will be completed:

(a) Raytech Powertrain shall be merged with and into Raytech Systems, with Raytech Systems continuing as the surviving company following the merger (the "Raytech Powertrain Merger"). The legal existence of Raytech Systems shall continue unimpaired and unaffected by the Raytech Powertrain Merger. The name of the surviving company shall be Raytech Systems, LLC.

(b) Upon the completion of the Raytech Powertrain Merger, RIS shall be merged with and into Raytech Systems, with Raytech Systems continuing as the surviving company following the merger (the "RIS Merger"). The legal existence of Raytech Systems shall continue unimpaired and unaffected by the RIS Merger. The name of the surviving company shall be Raytech Systems, LLC.

(c) Upon the completion of the RIS Merger, Raybestos Powertrain shall be merged with and into Raytech Systems, with Raytech Systems continuing as the surviving company following the merger (the "Raybestos Powertrain Merger"). The legal existence of Raytech Systems shall continue unimpaired and unaffected by the Raybestos Powertrain Merger. The name of the surviving company shall be Raybestos Powertrain, LLC.

3. Filing and Effective Time.

(a) Raytech Powertrain Merger. The Certificate of Merger to be filed with the Secretary of State of Delaware, and such other documents and instruments as are required by, and complying in all respects with, the Delaware Limited Liability Company Act ("DLLCA"), shall be delivered to the Secretary of State of the State of Delaware and the Raytech Powertrain Merger shall become effective immediately at the time of such filing (the "Raytech Powertrain Effective Time").

(b) RIS Merger. The Certificates of Merger to be filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of Indiana, and such other documents and instruments as are required by, and complying in all respects with, the DLLCA and the Indiana Limited Liability Company Act (the "ILLCA"), shall be delivered to the Secretary of State of the State of Delaware and the Secretary of State of the State of Indiana, respectively, and the RIS Merger shall become effective immediately at the time of such filings (the "RIS Effective Time").

(c) Raybestos Powertrain Merger. The Certificates of Merger to be filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of Indiana, and such other documents and instruments as are required by, and complying in all respects with, the DLLCA and the ILLCA shall be delivered to the Secretary of State of the State of Delaware and the Secretary of State of the State of Indiana, respectively, and the Raybestos Powertrain Merger shall become effective immediately at the time of such filings (the "Raybestos Powertrain Effective Time" and collectively with the Raytech Powertrain Effective Time and the RIS Effective Time, the "Effective Times").

4. Certificate of Formation. At each of the Raytech Powertrain Effective Time, the RIS Effective Time and the Raybestos Powertrain Effective Time, the Certificate of Formation of Raytech Systems shall be and thereafter remain the Certificate of Formation of the surviving company, until amended in accordance with applicable law.

5. Operating Agreement. At each of the Raytech Powertrain Effective Time, the RIS Effective Time and the Raybestos Powertrain Effective Time, the Operating Agreement of Raytech Systems shall be and thereafter remain the Operating Agreement of the surviving company until altered, amended or repealed in accordance with the Certificate of Formation and the Operating Agreement of the surviving company and applicable law.

6. Members and Officers. At each of the Raytech Powertrain Effective Time, the RIS Effective Time and the Raybestos Powertrain Effective Time, the members of Raytech Systems shall remain the members of the surviving company, and the officers set forth on Exhibit A hereto shall become the officers of the surviving company; each such officer shall hold office until his resignation or removal, in accordance with the Certificate of Formation and the Operating Agreement of the surviving company and applicable law.

7. Membership Interests.
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(a) At the Raytech Powertrain Effective Time, each membership interest of Raytech Powertrain that exists immediately prior to the Raytech Powertrain Effective Time shall, by virtue of the Raytech Powertrain Merger and without any action on the part of the holder thereof, be canceled and cease to exist.

(b) At the RIS Effective Time, each membership interest of RIS that exists prior to the RIS Effective Time shall, by virtue of the RIS Merger and without any action on the part of the holder thereof, be canceled and cease to exist.

(c) At the Raybestos Powertrain Effective Time, each membership interest of Raybestos Powertrain that exists prior to the Raybestos Powertrain Effective Time shall, by virtue of the Raybestos Powertrain Merger and without any action on the part of the holder thereof, be canceled and cease to exist.

(d) At each of the Raytech Powertrain Effective Time, the RIS Effective Time and the Raybestos Powertrain Effective Time, each membership interest of Raytech Systems shall be converted into an equivalent membership interest of the surviving company.

8. Effect of Merger. At each of the Raytech Powertrain Effective Time, the RIS Effective Time and the Raybestos Powertrain Effective Time, each merger shall have the effects set forth in Section 18-209 of the DLLCA and elsewhere therein, except as otherwise expressly set forth in this Plan of Merger.

9. Further Assurances. If at any time the surviving company, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to carry out the purposes of this Plan of Merger, Raytech Powertrain, RIS and Raybestos Powertrain and their proper officers and members shall be deemed to have granted to the surviving company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the surviving company and otherwise to carry out the purposes of this Plan of Merger, and the officers and members of the surviving company are fully authorized in the name of Raytech Powertrain, RIS and Raybestos Powertrain or otherwise to take any and all such action.

10. Amendment or Termination. This Plan of Merger may be amended or terminated at any time on or before the Raytech Powertrain Effective Time, the RIS Effective Time and the Raybestos Powertrain Effective Time by action of the sole and Managing Member of Raytech Powertrain, RIS or Raybestos Powertrain, respectively.

11. Counterparts. This Plan of Merger may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. The parties agree that a facsimile may be executed as an original.

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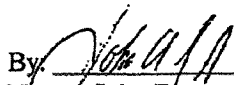
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IN WITNESS WHEREOF, the parties hereto have duly executed this Plan of Merger as of the day and year first written above.

RAYTECH SYSTEMS, a Delaware limited liability company

By: PowerTrain Operations, LLC
Its: Sole Member

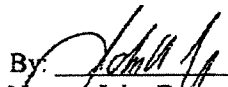
By: PowerTrain Holdings, Inc.
Its: Sole Member

By: 
Name: John Butz
Title: Chief Executive Officer

RAYTECH POWERTRAIN, LLC, a Delaware limited liability company

By: PowerTrain Operations, LLC
Its: Sole Member

By: PowerTrain Holdings, Inc.
Its: Sole Member

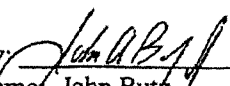
By: 
Name: John Butz
Title: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]

RAYTECH INNOVATIVE SOLUTIONS, LLC, An
Indiana limited liability company

By: PowerTrain Operations, LLC
Its: Sole Member

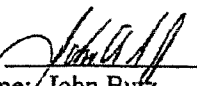
By: PowerTrain Holdings, Inc.
Its: Sole Member

By: 
Name: John Butz
Title: Chief Executive Officer

RAYBESTOS POWERTRAIN, LLC, An Indiana
limited liability company

By: PowerTrain Operations, LLC
Its: Sole Member

By: PowerTrain Holdings, Inc.
Its: Sole Member

By: 
Name: John Butz
Title: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]

EXHIBIT A

Officers of Surviving Company

John A. Butz	Chief Executive Officer
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Eric Krepps	President and Secretary
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