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

1. Name of conveying party(ies)

GENERAL MOTORS CORPORATION

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

2. Name and address of receiving party(ies)

Name: DELPHI TECHNOLOGIES, INC.

Internal Address: P. O. BOX 5052

M/C: 483-400-402

Street Address:

City: TROY

State: MI

Country: US Zip: 48007-5052

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

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

Execution Date(s) 04 DECEMBER 1998

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,893,581

Additional numbers attached? Yes No

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

Name: PATRICK M. GRIFFIN

Internal Address: P.O. BOX 5052

M/C: 483-400-402

Street Address:

City: TROY

State: MI Zip: 48007-5052

Phone Number:

Fax Number: 248-813-1211

Email Address:

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 500831

Authorized User Name Patrick M. Griffin

9. Signature:

Patrick M. Griffin
Signature

11-4-10
Date

Patrick M. Griffin

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

4 December 1998

GM - DELPHI
INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement is between General Motors Corporation ("GM") and Delphi Technologies, Inc. ("Delphi").

The parties enter this agreement to transfer certain intellectual property from GM to Delphi in connection with the separation of Delphi from GM.

Capitalized terms are defined in section 3.

1 - Patents, copyrights

1.1 Assignment of Patents to Delphi

- (a) GM hereby assigns (and will cause Saturn to assign) their interest in the Delphi Patents to Delphi, together with the right to sue for past infringement. Such assignment is subject to the rights of joint owners, and to rights granted to others prior to the Effective Date, and is effective on the Effective Date. Delphi will be responsible for recording such assignment to the extent required by local law; the costs of recording will be considered a Project Oracle expense.
- (b) Schedule A lists US Patents assigned pursuant to clause 1.1(a). The parties recognize schedule A may not be a complete list of such US Patents. Foreign Patents corresponding to the US Patents listed in schedule A are also - assigned pursuant to clause 1.1(a).
- (c) If the parties discover that any Patent assigned to Delphi hereunder is not a Delphi Patent, Delphi will reassign such Patent and the corresponding foreign Patents to GM or Saturn. If the parties discover that any Delphi Patent is not included on schedule A, they will amend schedule A to include that Patent.
- (d) GM hereby assigns to Delphi a joint ownership interest in the Patents listed in schedule B, and in the corresponding foreign Patents, including the right to sue for past infringement. Such assignment is subject to the rights of joint owners, and to rights granted to others prior to the Effective Date, and is effective on the Effective Date. Delphi will be responsible for recording such assignments to the extent required by local law; the costs of recording will be considered a Project Oracle expense. GM and Delphi will bear equal shares of all fees associated with prosecution and maintenance of the Patents listed in schedule B. GM will retain responsibility for prosecution and maintenance of the Patents listed in schedule B, subject to the provisions of clause 1.4 of this agreement, and will invoice Delphi for its share of the fees.

(e) In those situations where a Patent is owned jointly by GM or a GM Affiliate on the one part and Delphi or a Delphi Affiliate on the other part - at any time after the Effective Date - then each joint owner may exercise all incidents of ownership in such Patent without consulting with or accounting to the other. However, GM and GM Affiliates may not license any such Patent to a Delphi Affiliate, and Delphi and Delphi Affiliates may not license any such Patent to a GM Affiliate. The parties may vary the terms of this clause 1.1(e) by written agreement at any time, either with respect to a particular Patent or with respect to all such Patents.

1.2 Assignment of copyrights to Delphi

(a) GM hereby assigns its interest in the Delphi Copyrights to Delphi, together with the right to sue for past infringement. Such assignment is subject to the rights of joint owners, and to rights granted to others prior to the Effective Date, and is effective on the Effective Date. Delphi will be responsible for recording such assignment to the extent required by local law; the costs of recording will be considered a Project Oracle expense.

(b) Schedule C lists copyright registrations assigned pursuant to clause 1.2(a). The parties recognize schedule C may not be a complete list of Delphi Copyright registrations.

(c) If the parties discover that any copyright assigned pursuant to clause 1.2(a) is not a Delphi Copyright, Delphi will reassign such copyright to GM. If the parties discover that any Delphi Copyright is not included on schedule C, they will amend schedule C to include that Delphi Copyright.

1.3 Cooperation in securing and enforcing IP rights

The parties will cooperate with each other in a reasonable manner to secure and enforce intellectual property rights, including (without limitation) executing any lawful papers that a party considers helpful to secure and enforce such rights.

1.4 Maintenance of patents

(a) If GM or Saturn elects to allow any patent or patent application filed prior to the Effective Date to lapse or become abandoned, GM will notify (or cause Saturn to notify) Delphi of its intention to do so at least 60 days prior to the date on which the patent is due to lapse or become abandoned, but GM and Saturn will have no liability to Delphi if it fails to do so. Delphi may then assume control of such patent at its own expense by providing written notice to such effect at least 30 days prior to the date the patent lapses or becomes abandoned. Upon receiving such notice, GM will assign (or cause Saturn to assign) its interest in the patent to Delphi, together with the right to sue for past infringement. Such assignment will

be subject to the rights of joint owners, and to rights granted to others prior to the assignment.

(b) If Delphi elects to allow any patent or patent application filed prior to the Effective Date and transferred under this agreement to lapse or become abandoned, Delphi will notify GM of its intention to do so at least 60 days prior to the date on which the patent is due to lapse or become abandoned, but Delphi will have no liability to GM if it fails to do so. GM may then assume control of such patent at its own expense by providing written notice to such effect at least 30 days prior to the date the patent lapses or becomes abandoned. Upon receiving such notice, Delphi will assign its interest in the patent to GM, together with the right to sue for past infringement. Such assignment will be subject to the rights of joint owners, and to rights granted to others prior to the assignment.

2 - Other provisions

2.1 Term

This agreement will remain in effect until all rights and obligations have expired.

2.2 Notices

All notices or other communications relating to this agreement must be written, and will be deemed to have been properly given when delivered in person, received by facsimile, or delivered by registered or certified mail as shown by a return receipt. Such notices or other communications must be addressed as follows:

- If to GM: General Motors Corporation
Legal Staff
P.O. Box 33114
Detroit MI 48232

Attention: Patent Counsel
Facsimile: 313-974-1374

If to Delphi: Delphi Technologies, Inc.
Legal Staff
P.O. Box 33114
Detroit MI 48232

Attention: Patent Counsel
Facsimile: 313-974-0593

Either party may change its address by notice to the other.

2.3 Disputes

The parties will use all reasonable efforts to resolve any dispute arising from or in connection with this agreement, and to that end will refer any such dispute to the GM and Delphi Automotive Systems Corporation vice presidents responsible for engineering matters. If a dispute is not resolved in that manner, then the dispute resolution provisions of the Master Separation Agreement between GM and Delphi Automotive Systems Corporation will apply.

3 - Definitions

“Control” of an organization means direct or indirect possession of the power to direct or cause direction of the management of the policies of the organization, whether through the ownership of voting securities, by contract or otherwise. “Controlling” and “Controlled” have the corollary meanings ascribed thereto.

“Delphi Additional Component Patent” means a Patent, other than a Delphi Algorithm Patent or a Delphi Current Component Patent, which the parties agree has highest value to Delphi, and in which GM or Saturn has an ownership interest immediately prior to the Effective Date.

“Delphi Affiliate” means an organization directly or indirectly Controlling, Controlled by, or under common Control with Delphi at any time.

“Delphi Algorithm Patent” means a Patent directed to an algorithm invented or maintained by the Delphi Business Sector, and in which GM or Saturn has an ownership interest immediately prior to the Effective Date.

- “Delphi Business Sector” means domestic and foreign operations of the Delphi Automotive Systems business sector of GM, and its predecessor organizations. The Delphi Business Sector is the predecessor of Delphi Automotive Systems Corporation and its subsidiaries.

“Delphi Current Component Patent” means a Patent primarily related to components made or sold by the Delphi Business Sector prior to the Effective Date, and in which GM or Saturn has an ownership interest immediately prior to the Effective Date.

“Delphi Copyright” means a copyright or semiconductor chip mask work right in material created by the Delphi Business Sector prior to the Effective Date, and in which GM has an ownership interest immediately prior to the Effective Date, but excluding GM Restricted Technology Copyrights.

“Delphi Patents” means Delphi Current Component Patents, Delphi Additional Component Patents and Delphi Algorithm Patents, but excluding GM Restricted Technology Patents.

"Effective Date" means 1 January 1999.

"GM Affiliate" means an organization directly or indirectly Controlled by GM at any time, but excluding Delphi Automotive Systems Corporation and its subsidiaries.

"GM Restricted Technology Copyright" means a copyright or semiconductor chip mask work right directed to a technology (i) subject to restriction and (ii) in which GM or a GM Affiliate retains an ownership interest after the Effective Date, as provided in the Technology Transfer Agreement executed herewith between the parties.

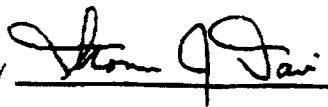
"GM Restricted Technology Patent" means a Patent directed to a technology (i) subject to restriction and (ii) in which GM or a GM Affiliate retains an ownership interest after the Effective Date, as provided in the Technology Transfer Agreement executed herewith between the parties.

"Patent" means a domestic or foreign patent, utility model or industrial design granted on an invention conceived prior to the Effective Date; an application for a patent, utility model or industrial design on such an invention; the right to apply for a patent, utility model or industrial design on such an invention; and any other intellectual property rights in such an invention.

"Saturn" means Saturn Corporation, a GM subsidiary.

The parties have signed two copies of this agreement as of the Effective Date.

GENERAL MOTORS CORPORATION DELPHI TECHNOLOGIES, INC.

By 

By 

Name Thomas J. Davis
Vice President and
Title Group Executive

Name Andrew Brown, Jr.
Title President

Schedules

- A Delphi Patents
 - A1 Patents in force - GM owns entire interest & assigns to Delphi
 - A2 Pending applications - GM owns entire interest & assigns to Delphi
 - A3 Active invention files - GM owns entire interest & assigns to Delphi
 - A4 Patents in force - Saturn owns entire interest & assigns to Delphi
 - A5 Pending applications - Saturn owns entire interest & assigns to Delphi
 - A6 Active invention files - Saturn owns entire interest & assigns to Delphi
 - A7 Patents in force - GM owns partial interest & assigns to Delphi
 - A8 Pending applications - GM owns partial interest & assigns to Delphi
 - A9 Active invention files - GM owns partial interest & assigns to Delphi
- B Joint Patents
 - B1 Patents in force
 - B2 Pending applications
 - B3 Active invention files
- C Delphi Copyright Registrations

PATENT ASSIGNMENT


GENERAL MOTORS CORPORATION, a Delaware corporation,

confirms that effective 1 January 1999 it assigned to

DELPHI TECHNOLOGIES, INC., a Delaware corporation,

its entire right, title and interest in the patents set forth below, including the right to sue for past infringement, subject to rights granted to others prior to 1 January 1999, and to the terms of the GM-Delphi Intellectual Property License Agreement effective 1 January 1999:

GENERAL MOTORS CORPORATION

By 

Timothy G. Gorbatoff

Title: Assistant Secretary