

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT																				
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the assignee; and of one of the assignors (Visteon International Holding (Mauritius) Limited) previously recorded on Reel 028040 Frame 0536. Assignor(s) hereby confirms the name of assignee should be Visteon International Holding (Mauritius) Limited and that there are only 2 assignors.																				
CONVEYING PARTY DATA																					
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CORRESPONDENCE DATA																					
Fax Number:	(763)746-8125																				
Phone:	763-746-1599																				

Email: alan@thelawfirm.cc

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: KAMRATH IP LAW FIRM, P.A.

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ATTORNEY DOCKET NUMBER:

VISTEON

NAME OF SUBMITTER:

Alan D. Kamrath

Total Attachments: 22

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INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT ("**IP Agreement**") dated as of September 3, 2007 is by and among **VISTEON INTERNATIONAL HOLDING (MAURITIUS) LIMITED**, a company organized and existing under the laws of Mauritius ("**VIHM**"); Visteon Global Technologies, Inc. ("**VGTI**"), a Michigan corporation, and Visteon Corporation ("**VC**"), a Delaware corporation (VGTI and VC together collectively referred to as "**VISTEON**"); and **ADYAR RIVER LIMITED**, a corporation duly organized and existing under the laws of the British Virgin Islands and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("**PURCHASER**"). PURCHASER, VIHM and VISTEON are each individually referred to herein as a "**Party**," and collectively, as the "**Parties**."

WITNESSETH

WHEREAS, VISTEON owns and conducts the Business as defined in a Share Sale and Purchase Agreement dated as of August 2, 2007 ("**Purchase Agreement**");

WHEREAS, the Business utilizes intellectual property assets and license rights owned by VISTEON, some of which intellectual property assets and license rights are held pursuant to certain licenses granted to VISTEON under (i) a Contribution Agreement, dated September 12, 2005, between VC and VFH Holdings, Inc., a Delaware corporation, now referred to as Automotive Components Holding, Inc. ("**ACH**") ("**VC Contribution Agreement**"); (ii) an Intellectual Property Contribution Agreement dated October 1, 2005, among Automotive Components Holdings, Inc., a Delaware corporation, Automotive Components Holding, LLC f/k/a VFH Holdings, LLC, a Delaware limited liability company, VC, and VGTI ("**ACH Contribution Agreement**"); and (iii) Amendment to Intellectual Property Contribution Agreement, effective October 1, 2005 and executed last on December 11, 2006 ("**Amended ACH Contribution Agreement**");

WHEREAS, PURCHASER and VISTEON are parties to the Purchase Agreement relating to the Business, which contemplates the execution of this IP Agreement by the Parties;

WHEREAS, pursuant to PURCHASER's purchase under the Purchase Agreement, certain rights and licenses, referred to as Transferred Intellectual Property in said Purchase Agreement, shall be transferred by VISTEON to VIHM; and

WHEREAS, VIHM and VISTEON have agreed to enter into this IP Agreement setting forth the intellectual property assets and licenses to be transferred to VIHM with 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 other, 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 I DEFINITIONS

Section 1.01. Capitalized terms used but otherwise not defined herein shall have the meanings assigned to them in the Share Sale and Purchase Agreement ("Purchase Agreement"). The following terms, as used herein, have the following meanings:

"Affiliates" shall have the meaning set forth in the VC Contribution Agreement.

"Amendment to Intellectual Property Contribution Agreement" means the agreement among VC, VGTI and ACH substantially in the form of Appendix 1(a) hereto, including without limitation, the original Appendices and Attachments thereto.

"Best Reasonable Efforts" shall mean, VIHMs's best efforts to remove Licensed Marks from tooling, but without adversely affecting the tooling, the quality of components produced by the tooling or VIHMs's ability to produce components from the tooling to meet its customers' demands.

"Copyrights" means (i) any copyright in any original works of authorship in technology 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.

"Derivative Work" means any work of authorship based on one or more preexisting works, including, without limitation, a translation, condensation, transformation, expansion or adaptation, which, if prepared without authorization of the owner of the copyright of such preexisting work, would constitute a copyright infringement. The term "Derivative Work" does not include the preexisting work upon which the Derivative Work is based.

"Effective Date" means August 31, 2007.

"Engineering Design Tools" means tools and documentation held by and used exclusively in the Business. Non-limiting examples of such tools include: CAE, CAD, CAM, knowledge based engineering applications, engineering design manuals and checklists. Specifically excluded from this definition are standard computer design tools and software (e.g. commercially available off the shelf software or tools). 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.

"Existing Materials" means any existing signage, supplies and other materials (except for tooling and components made from such tooling) held by the Business that include Licensed Marks on the Effective Date.

"Hard Tooled" means a Licensed Mark that is incorporated into tooling such that the tooling must be modified in order for the tooling to produce components not bearing a Licensed Mark(s)

"Intellectual Property" means all worldwide (i) inventions, whether or not patentable; (ii) patents and patent applications; (iii) rights of publicity and other rights to use the names and likenesses of individuals; (iv) mask works; (v) computer software, data, databases, files, and documentation and other materials related thereto; (vi) trade secrets, know-how and confidential, technical and business information, including product design and proprietary technology, processes and formulae; and (vii) any other similar type of proprietary intellectual property right, including without limitation the rights defined in this Agreement as Patents, Copyrights, Trademarks, Mask Works Rights, Trade Secrets, Engineering Tool Design Tools, Non-Patented Product Design IP and Manufacturing IP, and Non-Core Shared IP.

"Intellectual Property Agreement Grant Language" means the license grants set forth in the Appendices and Attachments to the ACH Contribution Agreement or Amended ACH Contribution Agreement, as substantially set forth in Appendix 2 hereto.

"Invention Disclosure" means a disclosure of an invention which (i) is written for the purpose of recording the conception or reduction to practice of an invention, and (ii) is maintained with a control number in the owning party's records.

"Licensed Marks" means any Trademarks in which VISTEON has a proprietary interest in and that is used in the Business as of the Closing Date (as defined in the Share Sale and Purchase Agreement), including, without limitation, **"Visteon"**, **"See the Possibilities"**, and various design and word marks such as the Visteon with Energy Dots logo.

"Mask Works Rights" means (i) any rights in mask works as defined in 17 U.S.C. Section 901, whether registered or unregistered, including applications for registration thereof, and (ii) any foreign rights in semiconductor topologies under the laws of any jurisdiction, whether registered or unregistered, including applications for registration thereof.

"Non-Core Shared IP" means the intellectual property rights and licenses set forth in Appendix 2 of the ACH Contribution Agreement or the Amended ACH Contribution Agreement as contained in Appendix 3 hereto.

"Non-Core Shared Products and Technologies" means Shared Products and Technologies for inter alia starters and alternators, as defined in the Amended ACH Contribution Agreement.

"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, Invention Disclosures, works of authorship or other creative works, or websites, all of which exist at the Closing Date, and (2) Trade Secrets, Mask Work Rights, and Copyrights, related to those items described in (1) above and which exist at the Closing Date, which are held by and used exclusively in the Business as of the Closing and for which VISTEON has the right to assign or to grant licenses, including, without limitation, those items listed in the Appendices

hereto. Such Non-Patented Intellectual Property is provided on an "as-is" basis, without any commitments that maintenance or any other support will be provided in the future.

"Patents" means those worldwide patents (including patents of importation, patents of confirmation, patents of improvement, patents and certificates of addition and utility model patents, as well as divisions, reissues, continuations, continuations-in-part, reexamination certificates, renewals and extensions of any of the foregoing), pending patent applications, Invention Disclosures submitted prior to the Closing Date and patent applications based thereon and patents which may issue from such applications after the Closing Date, including, without limitation those patent applications and patents listed in Exhibits 1 and 2, for which VISTEON has ownership or a transferable license right.

"Region" means any one country of a group in North America, South America, Europe, Africa and Asia Pacific (including but not limited to China, Korea, Japan, Vietnam, Australia and India).

"Share Sale and Purchase Agreement" means the agreement among PURCHASER, VC, Visteon Powertrain Control Systems India Private Limited, VGTI, Visteon International Holdings Inc., VIHMM and Visteon International Holdings (Singapore) PTE, Ltd. of even date herewith.

"Subsidiaries" shall have the meaning set forth in the VC Contribution Agreement.

"Third Parties" shall have the meaning set forth in the VC Contribution Agreement.

"Trademarks" means trademarks, service marks and trade names.

"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.

"Transferred Intellectual Property" shall have the meaning set forth in the Purchase Agreement.

ARTICLE II CONTRIBUTIONS, LICENSES AND TRANSFERS

Section 2.01. Patent Contribution. VISTEON hereby assigns to VIHMM its entire right, title, and interest to the Patents listed in Exhibit 1, subject to existing licenses, free and clear of all Liens other than Permitted Liens, and including its entire interest in any and all causes of action and rights of recovery for past infringement of the Patents listed therein. VISTEON hereby agrees, on behalf of itself and any subsidiaries or affiliates to convey any patents which are later found through an audit of properties actually conveyed, but which have been omitted from the listing of Exhibit 1.

Section 2.02. Non-Patented IP Contribution. VISTEON hereby assigns to VIHМ its entire right, title, and interest, subject to existing licenses, to the Non-Patented Product Design IP and Manufacturing IP created by VISTEON after October 1, 2005, related exclusively to the operation of the Business and in the possession thereof as of Closing Date. Without limiting the generality of the foregoing, this assignment is intended to transfer all Non-Patented Product Design IP and Manufacturing IP created by VISTEON after October 1, 2005 and used exclusively in the Business whether or not such assigned rights are separately scheduled in this IP Agreement.

Section 2.03. Patent License Transfer.

(a) VISTEON hereby transfers to VIHМ its entire right, title, and interest in, and all of its benefits and rights, and burdens, obligations and liabilities in connection with, its licenses under the Patents listed in Exhibit 2 hereof according to the rights and limitations of the ACH Contribution Agreement as amended by the Amended ACH Contribution Agreement including, but not limited to, the rights and limitations of Appendix 2 Non-Core Shared IP set forth in the Intellectual Property Agreement Grant Language (the "**ACH Patent Obligations**"). VIHМ hereby accepts such transfer and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions, and covenants, and to perform and discharge all of the liabilities of VISTEON to be observed, performed, paid, or discharged from and after the Closing. VIHМ agrees to indemnify and hold VISTEON harmless for any claim or liability resulting from VIHМ's failure to observe and perform all of the ACH Patent Obligations that are to be observed, performed, paid, or discharged by VIHМ under this Agreement from and after the Closing. VISTEON agrees to indemnify and hold VIHМ harmless for any claim or liability resulting from VISTEON's failure to observe and perform all of the ACH Patent Obligations that are to be observed, performed, paid, or discharged by VISTEON prior to the Closing.

(b) VISTEON hereby agrees, on behalf of itself and any Subsidiaries or Affiliates to convey any licenses under any patents omitted from the list on Exhibit 1, which are later found through an audit of properties actually conveyed, but which have been omitted from the listing of the Patents listed in Exhibit 1.

(c) For avoidance of doubt, VIHМ assumes all of VISTEON's rights and ownership in an irrevocable, non-exclusive, worldwide, fully paid, royalty free license, including the right to sublicense VIHМ and VIHМ Subsidiaries, to make, have made for use in an assembly, use, have used, offer for sale, sell, and import products and manufacturing methods under any and all of the invention disclosures, provisional patent applications, patent applications, granted patents, continuations, continuations in part, divisionals, reissues and any of all foreign counterparts thereto as set forth in Exhibit 2 of this IP Agreement which is a subset of the Attachment 2A ("**Non-Core Shared Products & Technologies – Patents**") to Appendix 2 of the ACH Contribution Agreement as amended by the Amended ACH Contribution Agreement.

(d) For avoidance of doubt, VIHМ assumes VISTEON's right to grant sublicenses, which themselves shall not include the right to grant further licenses, to Third Parties for the purposes of settling disputes, provided that ACH shall have ten (10) business days after receiving notice of the proposed sublicense to reject such proposed sublicense, which

rejection shall not be asserted without a written assertion detailing specific rationale for such rejection. If such rejection is made, the Senior Management of VIH M and ACH shall meet to resolve the issue.

Section 2.04. Non-Patented IP License Transfer.

(a) VISTEON hereby transfers to VIH M its entire right, title, and interest in, and all of its benefits and rights, and burdens, obligations and liabilities in connection with, its licenses under the Non-Patented Product Design IP and Manufacturing IP, including, without limitation the Non-Patented Product Design IP and Manufacturing IP listed in Exhibit 2 hereof according to the rights and limitations of the ACH Contribution Agreement as amended by the Amended ACH Contribution Agreement, including, but not limited to, the rights and limitations of Appendix 2 Non-Core Shared IP set forth in the Intellectual Property Agreement Grant Language ("ACH License Obligations"). VIH M hereby accepts such transfer and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions, and covenants, and to perform and discharge all of the liabilities of VISTEON to be observed, performed, paid, or discharged from and after the Closing. VIH M agrees to indemnify and hold VISTEON harmless for any claim or liability resulting from VIH M's failure to observe and perform all of the ACH License Obligations that are to be observed, performed, paid, or discharged by VIH M under this Agreement from and after the Closing. VISTEON agrees to indemnify and hold VIH M harmless for any claim or liability resulting from VISTEON's failure to observe and perform all of the ACH License Obligations that are to be observed, performed, paid, or discharged by VISTEON prior to the Closing.

(b) VISTEON hereby agrees, on behalf of itself and any Subsidiaries or Affiliates to convey any licenses under any Non-Patented Product Design IP and Manufacturing IP omitted from the list on Exhibit 2, which are later found through an audit of properties actually conveyed, but which have been omitted from the listing of the Non-Patented Product Design IP and Manufacturing IP listed on Exhibit 2.

(c) For avoidance of doubt, VIH M assumes all of VISTEON's rights and ownership in an irrevocable, non-exclusive, worldwide, fully paid, royalty free license, including the right to sublicense VIH M and VIH M Subsidiaries, to make, have made for use in an assembly, use, have used, offer for sale, sell, and import products and manufacturing methods under any and all of the Non-Patented Product Design IP and Manufacturing IP as set forth in Exhibit 2 of this IP Agreement which is a subset of the Attachment 2B ("**Non-Core Shared Products & Technologies – Non-Patented Design IP/Manufacturing IP**") to Appendix 2 of the ACH Contribution Agreement as amended by the Amended ACH Contribution Agreement

(d) For avoidance of doubt, VIH M assumes VISTEON's right to grant sublicenses, which themselves shall not include the right to grant further licenses, to Third Parties for the purposes of settling disputes, provided that ACH shall have ten (10) business days after receiving notice of the proposed sublicense to reject such proposed sublicense, which rejection shall not be asserted without a written assertion detailing specific rationale for such rejection. If such rejection is made, the Senior Management of VIH M and ACH shall meet to resolve the issue.

Section 2.05. Engineering Design Tools. VISTEON hereby transfers to VIHIM its entire right, title, and interest, subject to existing licenses, to the Engineering Design Tools, set forth in Exhibit 4, related exclusively to the operation of the Business and in possession thereof as of Closing Date. Without limiting the generality of the foregoing, this assignment is intended to transfer all Engineering Design Tools created by VISTEON after October 1, 2005 and used exclusively in the Business whether or not such assigned rights are separately scheduled in this IP Agreement.

Section 2.06. Trademark License.

(a) Trademarks on Existing Materials. VISTEON grants VIHIM a royalty-free, non-exclusive license to use the Licensed Marks on the Existing Materials, on a worldwide basis, for a period of sixty (60) months from the Effective Date ("**Phase Out Period**"). VIHIM agrees that as of the Effective Date, and with the exception of the limited right to use the Licensed Marks, it shall not produce, or have produced, any additional supplies or other goods bearing the Licensed Marks. In addition, VIHIM agrees it will not use the Licensed Marks on the forms, labels or other items where it would cause confusion regarding the contracting entity or imply VISTEON was conducting activities for which VIHIM is not licensed. On expiration of the Phase Out Period, VIHIM shall destroy all remaining Existing Materials in VIHIM's inventory or control except those Existing Materials produced or held under a separate license or under authority from VISTEON, or VIHIM shall remove the Licensed Marks from such Existing Materials. At VISTEON's request, VIHIM will give VISTEON satisfactory evidence of the destruction or removal.

(b) Trademarks on Tooling. To the extent that Licensed Marks are Hard Tooled into any tooling transferred from VISTEON to VIHIM, VISTEON hereby grants to VIHIM a non-exclusive, royalty-free license to use such tooling for the production of components for any product, provided however, that VIHIM shall use Best Reasonable Efforts to remove the Licensed Marks from such tooling upon any material change to each piece of such tooling that produces a component including a Licensed Mark.

(c) Conditions to Licenses in Licensed Marks. All use of the Licensed Marks under the licenses of Sections 2.06(a) and 2.06(b) shall inure solely to the benefit of VISTEON. VIHIM agrees to use the Licensed Marks only in connection with the conduct of VIHIM's Business to provide goods and services which meet quality standards at least as great as those used by VISTEON prior to the Effective Date.

Section 2.07. VISTEON hereby transfers and contributes to the capital of VIHIM their entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the assets assigned to VIHIM in Sections 2.01, 2.02, and 2.05 of this Article 2.

Section 2.08. At the request of VIHIM, commercially reasonable assistance shall be furnished by VISTEON to enable VIHIM to obtain and perfect any and all rights assigned to VIHIM through this Article 2. Such assistance shall include, but not be limited to, assistance needed to: (1) establish in VIHIM title to Engineering Design Tools, Non-Patented Intellectual Property, Patents, Copyrights; (2) enable VIHIM to apply for United States and foreign patents; (3) enable VIHIM to apply for United States and foreign Copyright registrations; (4) enable

VIHM to prosecute, protect, and enforce any rights assigned herein; and (5) enable VIHM to grant appropriate warranties of ownership when it licenses the subject matter transferred herein to third parties.

Section 2.09. Anything in this IP Agreement to the contrary notwithstanding VIHM, following the Closing, has the right to retain and use documents and things that describe or contain any Non-Patented Intellectual Property in the possession of VIHM that it rightfully has in its possession after the Closing Date, provided that such copies and things be subject to the rights and limitations as specified in Article 2 of this IP Agreement and the confidentiality obligations set forth in Article 5 hereof.

Section 2.10. VISTEON hereby assigns to VIHM all right, title and interest in and to any Copyrights in the copyrightable materials assigned to VIHM in Sections 2.01, 2.02, and 2.05 of this Article 2.

Section 2.11. VISTEON hereby transfers to VIHM its entire right, title, and interest in, and all of its benefits and rights, and burdens, obligations and liabilities in connection with, its license under any Copyrights in materials licensed to VISTEON under Appendix 2 Non-Core Shared IP of the ACH Contribution Agreement as amended by the Amended ACH Contribution Agreement and included under Sections 2.03 and 2.04 of this IP Agreement, subject to the same rights and limitations set forth in the licenses granted therein, to reproduce and have reproduced the works of authorship in whole or in part, prepare or have prepared Derivative Works based on works of authorship in whole or in part, distribute to the public by sale or other transfer of ownership copies of the works of authorship or Derivative Works thereof, and perform or display the works of authorship or Derivative Works thereof, all subject to the obligations of confidentiality set forth in Article 5 of this Agreement. Any Derivative Work shall be owned by the party creating such Derivative Work.

ARTICLE III CONSIDERATION

Section 3.01. The contributions, transfers, and licenses made herein to VIHM are made by VISTEON pursuant to its obligations under the Purchase Agreement and for the consideration set forth therein.

ARTICLE IV REPRESENTATION AND WARRANTIES

Section 4.01. The Parties agree that all representations and warranties relating to matters contemplated herein are set forth in the Purchase Agreement.

ARTICLE V CONFIDENTIALITY

Section 5.01. The Parties each agree to hold in confidence, and to use only as permitted by the licenses granted by this Agreement or consistent with an ownership interest, all Non-

Patented Intellectual Property transferred to VIHM hereunder, Engineering Design Tools transferred to VIHM hereunder, and other technical information designated by the disclosing party 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 a party intends or is obligated to maintain it as confidential (hereinafter "**Confidential Information**"). The Parties agree 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 information of like importance. The obligations of this Section 5.01 shall terminate on December 31, 2009.

Section 5.02. 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 as of the Closing Date or later becomes available to the public without breach of this Agreement; or
- (b) is authorized for release in writing by the disclosing party 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 disclosing party without a similar duty of confidentiality; or
- (e) is at any time developed by the receiving party independently of any related disclosure(s) from the disclosing party.

Section 5.03. With regard to any Confidential Information disclosed pursuant to this Agreement, the receiving party shall not be liable for unauthorized disclosure of such Confidential Information pursuant to judicial action or governmental regulations or requirements, provided that the receiving party notifies the disclosing party of the need for such disclosure within a reasonable period of time before such disclosure is required.

Section 5.04. Notwithstanding any other provisions of this Article 5, and provided it is not otherwise restricted under this Agreement, disclosure of Confidential Information by a licensed party 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 licensed party under this Agreement and to use such Confidential Information only to provide products to, or purchase products from, the licensed party herein.

ARTICLE VI NOTICE

Section 6.01. Notice. All notices, requests, consents, or other communications permitted or required under this agreement must be in writing and will be deemed to have been given when personally delivered, or when sent if sent via facsimile (with receipt confirmed), or on the first business day after dispatch by reputable overnight carrier, or on the third business day after mailing by registered or certified first class mail (with receipt confirmed), to the following:

if to VIHIM, to:

Keelakaranai Village
Malrosapuram Post
Chengalpattu - 603 204
Attention: Vish Viswanathan
Facsimile No.: (91) 44 274 53858

with a copy to (which shall not constitute notice):

Argyle Street Management Limited
Unit 601-02, 6/F, St. George's Building
2 Ice House Street
Central, Hong Kong
Attention: Angie Li and/or Kin Chan
Facsimile No.: (852) 2868-3082

if to VISTEON, to:

Visteon corporation
One Village center Drive
Van Buren Township, Michigan 48111
Attention: John Donofrio,
Senior VP & General Counsel
Facsimile No.: (734) 736 5560

with a copy to (which shall not constitute notice):

Visteon Global Technologies, Inc.
One Village center Drive
Van Buren Township, Michigan 48111
Attention: Scott M. Confer, Chief IP Counsel
Facsimile No.: (734) 736-5560

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Party.

ARTICLE VII MISCELLANEOUS

Section 7.01. Obligation to Disclose Technology. VISTEON agrees to put forth a good faith effort to transfer copies of documents and information requested by VIHIM as part of the Engineering Design Tools and Non-Patented Intellectual Property and to give full enabling effect to the assignments and licenses granted and transferred hereunder, provided that VIHIM agrees to pay for the reasonable administrative costs for copying and delivering the requested copies of documents and information. The foregoing obligation to copy and deliver the requested documents and information shall terminate for any requests communicated six (6) months after the Closing.

Section 7.02. Assignability. Either party may, directly or indirectly, in whole or in part, whether by operation of law or otherwise, assign or transfer this Agreement, without the other party's prior written consent. Without limiting the foregoing, this IP Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

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

Section 7.04. Inadvertent Omissions: VISTEON has used good faith efforts to identify all Transferred Intellectual Property to be transferred to VIHIM as required by the Purchase Agreement. To the extent any Transferred Intellectual Property is discovered or identified at any time before or after the Closing Date, which, had they been discovered or identified prior to the date hereof, would have been transferred to VIHIM at Closing pursuant to the Purchase Agreement but are still in VISTEON's possession, VISTEON shall immediately transfer and promptly deliver them (or cause them to be delivered) to VIHIM according to the appropriate grant under Article 2 of this IP Agreement.

Section 7.05. Defensive Protective Measures. For the period of three (3) years from the Closing Date, the Parties shall cooperate reasonably and in good faith, to the extent consistent with each Party's business objectives and agreements with third parties, in the event that either Party is involved in technology litigation or other controversies in which it would be helped in some way by the other Party's relevant knowledge. Such cooperation may include, by way of example, cooperation with respect to knowledge of prior art.

ARTICLE VIII TERM AND TERMINATION

Section 8.01. This Agreement will terminate upon the expiration date of the last-to-expire of the Intellectual Property rights that are the subject of Article 2 above.

[Remainder of Document Left Intentionally Blank]

WHEREFORE, the parties have signed this Intellectual Property Transfer and License

Agreement.

Visteon Powertrain Control Systems
India Private Limited

By: _____
Name: _____
Title: _____
Date: _____ 2007

Visteon Corporation

By: _____
Name: John Donofrio
Title: _____
Date: _____ 2007

Visteon Global Technologies, Inc.

By: _____
Name: Scott M. Confer
Title: Assistant Secretary
Date: _____ 2007

Advar River Limited

By: _____
Name: _____
Title: _____
Date: _____ 2007

Signature Page for Intellectual Property Transfer and License Agreement

WHEREFORE, the parties have signed this Intellectual Property Transfer and License Agreement.

Visteon International Holding
(Mauritius) Limited

Visteon Global Technologies, Inc.

By: V. Gupta
Name: Vinod Kumar Gupta
Title: Director
Date: _____, 2007

By: _____
Name: _____
Title: _____
Date: _____, 2007

Visteon Corporation

Adyar River Limited

By: _____
Name: _____
Title: _____
Date: _____, 2007

By: V. Gupta
Name: Vinod Kumar Gupta
Title: Director
Date: _____, 2007

Signature Page for Intellectual Property Transfer and License Agreement
DETPL_239211

EXHIBIT 1
ASSIGNED PATENTS

None identified.

EXHIBIT 2
LICENSED PATENTS

Docket Number	Patent Number	Publication/ Application No.	Title	Country	Product
194-0500	5545368		METHOD OF MAGNETICALLY REINFORCING COMPOSITE COMPONENTS	US	-
V203-0552			ALTERNATOR RECTIFIER	US	-
V203-1007		10/885978	ALTERNATOR RECTIFIER WITH COIL-SENSOR CONTROLLED MOSFETS	US	-
V204-0022			SYSTEM FOR CONTROLLING MOTOR SPEED BY ALTERING MAGNETIC FIELD OF MOTOR	US	-
V204-0413			HIGH SIDE OVER CURRENT DETECTION CIRCUIT	US	-
V204-0414			MEASUREMENT AND CONTROL OF CURRENTS IN ELECTRONIC PWM CONTROL DEVICES FOR DC MOTORS	US	-
V205-0017			PULSE WIDTH MODULATION (PWM) CURRENT SENSING WITH HIGH-SIDE DRIVER AND INDUCTIVE LOAD (PASSWORD: PWM23456)	US	-
V205-0018			PULSE WIDTH MODULATION (PWM) CURRENT SENSING WITH LOW-SIDE DRIVER AND INDUCTIVE LOAD (PASSWORD: PWM12345)	US	-
189-0390	5216350		METHOD AND SYSTEM FOR CONTROLLING AN ALTERNATOR	US	Alternators
194-0743	5663605		ROTATING ELECTRICAL MACHINE WITH ELECTROMAGNETIC AND PERMANENT MAGNET EXCITATION	US	Alternators
195-0668	5739676		MULTIPLE-ALTERNATOR ELECTRICAL SYSTEM	US	Alternators
195-0786	0895664		METHOD OF REGULATING VOLTAGE GENERATED BY VEHICLE ALTERNATOR	GB	Alternators
195-0786	69713762.7		METHOD OF REGULATING VOLTAGE GENERATED BY VEHICLE ALTERNATOR	DE	Alternators

Docket Number	Patent Number	Publication/ Application No.	Title	Country	Product
197-1287	5933342		RECTIFIER WITH ALTERNATIVE PATH FOR FREEWHEELING CURRENT	US	Alternators
199-0086	6172441		ROTOR ASSEMBLY	US	Alternators
199-0663	6304016		ALTERNATOR MOUNTING BRACKET	US	Alternators
199-1146	6278208		ALTERNATOR ASSEMBLY	US	Alternators
199-1719	6570289		LOW NOISE AUTOMOTIVE ALTERNATOR	US	Alternators
V199-1146	6684482		METHOD FOR PRODUCING ALTERNATOR HOUSING	US	Alternators
V201-0688	6847138		IMPROVED ALTERNATOR FIELD COIL WIRE ROUTING DESIGN	US	Alternators
V201-0688			IMPROVED ALTERNATOR FIELD COIL WIRE ROUTING DESIGN	US	Alternators
V201-0688	2393588		IMPROVED ALTERNATOR FIELD COIL WIRE ROUTING DESIGN	GB	Alternators
V202-0209	20040090133		ALTERNATOR ASSEMBLY	US	Alternators
V202-0329	20040155632		BI-DIRECTIONAL FIELD CONTROL FOR PROPORTIONAL CONTROL BASED GENERATOR/ALTERNATOR VOLTAGE REGULATOR	US	Alternators
187-0330	0375129		STARTING MOTOR WITH A TRANSLATABLE IDLER/PINIONGEAR	GB	Starters
187-0330	2532691		STARTING MOTOR WITH A TRANSLATABLE IDLER/PINIONGEAR	JP	Starters
187-0330	4974463		STARTING MOTOR WITH A TRANSLATABLE IDLER/PINIONGEAR	US	Starters
187-0330	68901086		STARTING MOTOR WITH A TRANSLATABLE IDLER/PINIONGEAR	DE	Starters
188-0474	4958530		MOISTURE SEAL FOR A TRANSLATABLE PINION GEAR ASSEMBLY IN A STARTER MOTOR	US	Starters
191-0071	5353002		COIL BOBBIN AND SEALING COUPLER	US	Starters
197-0023	19845148		STARTER MOTOR DRIVE STOP	DE	Starters
197-0023	2329938		STARTER MOTOR DRIVE STOP	GB	Starters
197-0023	2365075		STARTER MOTOR DRIVE STOP	GB	Starters
197-0023	6169333		STARTER MOTOR DRIVE STOP	US	Starters
V200-0331	20030101833		BEARINGLESS PINION WITH	US	Starters

Docket Number	Patent Number	Publication/ Application No.	Title	Country	Product
			CLEANING EDGES		
V200-0331	10256846		BEARINGLESS PINION WITH CLEANING EDGES	DE	Starters
V200-0331	2383094		BEARINGLESS PINION WITH CLEANING EDGES	GB	Starters
V202-0829		P0204132	CLUTCH-LOCK FOR STARTER MOTORS OF INNER COMBUSTION ENGINE	CZ	Starters
V202-0849		10727066	INTEGRAL ONE-WAY OVERRUN CLUTCH WITH EPICYCLE GEAR SYSTEM	US	Starters
V203-0547			VARIABLE RATE IMPACT AND OSCILLATION ABSORBER IN STARTER MOTORS	US	Starters
V200-0379	6556778		ACTIVE CURRENT LIMITING CONTROL FOR DC MOTOR SPEED REGULATION	US	Wiper Motors
V200-0379	2379101	US6556778	ACTIVE CURRENT LIMITING CONTROL FOR DC MOTOR SPEED REGULATION	GB	Wiper Motors

EXHIBIT 3

NON-PATENTED DESIGN IP AND MANUFACTURING IP

Non-Patented Product Design IP and Manufacturing IP shall have the meaning set forth in this Agreement, specifically including, but not limited to the following:

- 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 (list by name or identifier)
- Website Information (list by name or identifier)

Such Non-Patented Intellectual Property is provided on an "**as-is**" basis as of Closing, without any commitments by either party that maintenance or any other support will be provided in the future.

EXHIBIT 4

ENGINEERING DESIGN TOOLS

Application Name	Description	PLT
Alternator Magnetic FEA Model	Magnetic analysis of rotating electrical components	Powertrain
FAMPs	Predicts Alternator charging output & margins	Powertrain
Fan Spacing (Pascal)	Alternator design. Noise frequencies.	Powertrain
Noise Data Processing(Pascal)	Alternator noise estimation	Powertrain
StarterSim	Impact torque CAE simulation for starters	Powertrain