

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Meritor Transmission Corporation	04/23/2012
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7367440
Patent Number:	5571059
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
Phone:	214-981-3483
Email:	dclark@sidley.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Dusan Clark, Esq.
Address Line 1:	Sidley Austin LLP
Address Line 2:	717 N. Harwood St., Suite 3400
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	36084-33470
NAME OF SUBMITTER:	Dusan Clark
Total Attachments: 5 source=Confirmatory Grant of Security Interest in Patents (MERITOR TRANSMISSION CORPORATION)#page1.tif source=Confirmatory Grant of Security Interest in Patents (MERITOR TRANSMISSION CORPORATION)#page2.tif source=Confirmatory Grant of Security Interest in Patents (MERITOR TRANSMISSION CORPORATION)#page3.tif source=Confirmatory Grant of Security Interest in Patents (MERITOR TRANSMISSION CORPORATION)#page4.tif source=Confirmatory Grant of Security Interest in Patents (MERITOR TRANSMISSION CORPORATION)#page5.tif	

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of April 23, 2012 by and from MERITOR TRANSMISSION CORPORATION, a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Holders of Secured Obligations (in such capacities, "Grantee").

WHEREAS, Meritor, Inc., an Indiana corporation ("Company"), ArvinMeritor Finance Ireland, a company organized under the laws of Ireland, the financial institutions from time to time parties thereto as Lenders and Grantee have entered into that certain Amended and Restated Credit Agreement, dated as of April 23, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, certain Subsidiaries of Company (collectively, "Guarantors") have guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Subsidiary Guaranty, dated as of April 23, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty").

WHEREAS, Company, certain Subsidiaries of Company and Grantee have entered into an Amended and Restated Pledge and Security Agreement, dated as of April 23, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, Company, certain Subsidiaries of Company and Grantee are parties to a Patent Security Agreement, dated as of June 23, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement" and together with the "Pledge and Security Agreement", the "Security Agreements").

WHEREAS, Grantor owns the patents listed on Exhibit A attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreements to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreements and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreements, the provisions of the Security Agreements shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Subsidiary Guaranty. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreements and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Patents, (3) the goodwill associated with such Patents and (4) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

MERITOR TRANSMISSION CORPORATION,  
as Grantor

By: \_\_\_\_\_



Name: Carl D. Anderson, II

Title: Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS

EXHIBIT A

SCHEDULE OF PATENTS

Attached.

**V. MERITOR TRANSMISSION CORPORATION**

NO.	APPLICATION NO.	DATE FILED	PATENT NO.	DATE ISSUED	TITLE	STATUS
1.	11049829	2/3/2005	7367440	5/6/2008	VARIABLE ENGAGEMENT CENTRIFUGAL CLUTCH ASSEMBLY	PATENT
2.	08508307	7/27/1995	5571059	11/5/1996	OPERATOR INPUT SYSTEM FOR GEAR SHIFT ASSIST MECHANISM	PATENT