

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
JPMorgan Chase Bank, National Association, as Administrative Agent	06/28/2009
RECEIVING PARTY DATA	
Name:	ArvinMeritor, Inc.
Street Address:	2135 West Maple Road
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	6725983
Patent Number:	6659241
Patent Number:	6648109
Patent Number:	6659239
Patent Number:	6715744
Patent Number:	7000744
Patent Number:	7150450
Patent Number:	7168535
Patent Number:	6820729
Patent Number:	7137491
Patent Number:	7320387
Patent Number:	7347307
Patent Number:	5996982
Patent Number:	6343977
Patent Number:	6202972

OP \$600.00 6725983

CORRESPONDENCE DATA

Fax Number:

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

Email: tblasciuc@brooks.pro

Correspondent Name: Pete N. Kiouisis

Address Line 1: 48685 Hayes

Address Line 4: Shelby Township, MICHIGAN 48315

ATTORNEY DOCKET NUMBER:

0002-VARIOUS

NAME OF SUBMITTER:

Pete N. Kiouisis

Total Attachments: 4

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ArvinMeritor, Inc.
2135 W. Maple Rd.
Troy, MI 48084
Attn: Treasurer

June 28, 2009

Ladies and Gentlemen:

Reference is hereby made to the Credit Agreement, dated as of June 23, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ArvinMeritor, Inc., an Indiana corporation (the "Company"), ArvinMeritor Finance Ireland, a private unlimited liability company incorporated under the laws of Ireland, the financial institutions from time to time party thereto and JPMorgan Chase Bank, National Association, as Administrative Agent (in such capacity, the "Administrative Agent"). Each capitalized term used herein and not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

The Company has informed the Administrative Agent of the proposed sale on or about June 28, 2009 by Gabriel Ride Control Products, Inc., a Delaware corporation ("Loan Party Asset Seller"), Meritor Mexicana, S.A. de C.V., a Mexican corporation and ArvinMeritor Mexicana, S.A. de C.V., a Mexican corporation (collectively with the Loan Party Asset Seller, the "Sellers") and Arvin International Holdings, LLC, a Delaware limited liability company (the "Seller Guarantor") of assets used exclusively in Sellers' business of designing, manufacturing, assembling, marketing, selling and distributing shock absorbers and strut assemblies in North America for certain light vehicle, commercial vehicle and recreational vehicle applications in certain markets and in Sellers' Mexican exhaust business of designing, manufacturing, selling and distributing pipes, mufflers and catalytic converters in Mexico for light vehicle applications in the independent aftermarket to Ride Control, LLC, a Delaware limited liability company (the "Purchaser") pursuant to that certain Asset Purchase Agreement, dated as of June 28, 2009 (the "Purchase Agreement"), among the Sellers, the Seller Guarantor and the Purchaser (such sale, the "Ride Control Sale"). The Acquired Assets (as defined in the Purchase Agreement) also include certain assets used in the Acquired Business (as defined in the Purchase Agreement) that are owned by certain Affiliates of the Sellers (including certain Loan Parties) and will be sold to the Purchaser pursuant to the Purchase Agreement.

Pursuant to that certain Officer Certificate, dated as of June 17, 2009, the Company has certified to the Administrative Agent that the Ride Control Sale is permitted by the Credit Agreement.

Pursuant to the authority granted to the Administrative Agent under Section 11.15(B) of the Credit Agreement, the Administrative Agent, on behalf of the Holders of Secured Obligations, agrees that upon the consummation of the Closing (as defined in the Purchase Agreement):

- (a) the security interest of the Administrative Agent in the Acquired Assets (as defined in the Purchase Agreement) shall be automatically released;

provided, that the Administrative Agent shall receive and/or retain a security interest pursuant to the Collateral Documents in all Retained Assets (as defined in the Purchase Agreement) of the Loan Party Asset Seller and such other applicable Loan Parties and all proceeds from the sale of the Acquired Assets pursuant to the Purchase Agreement received by the Loan Party Seller and other applicable Loan Parties.

The Administrative Agent, on behalf of the Holders of Secured Obligations, acknowledges and agrees that the Company may deliver this letter to the Purchaser and its assignees and its financiers (the "New Lender"), if any, and that the Purchaser, any assignee and the New Lender may rely on this letter in connection with the consummation of the transactions contemplated under the Purchase Agreement and entering into any related financing transactions.

The Administrative Agent hereby further agrees, at your request or the request of the Purchaser or the New Lender and at your cost and expense, at any time and from time to time, to take all such actions as may be reasonably requested in order to more effectively evidence, confirm or carry out the releases described in the preceding paragraph.

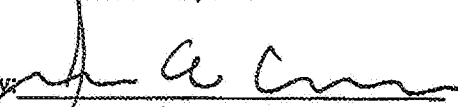
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JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Robert P. Kellas
Title: Executive Director

Accepted and acknowledged as of
this 28 day of June, 2009

ARVINMERITOR, INC.

By: 
Name: John A. Crable
Title: Vice President and Deputy General Counsel

BHLIB:660609.2\110425-00305

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. SEND ACKNOWLEDGEMENT TO (Name and Address)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 62173854 Filed: 06/23/2006		1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS <input type="checkbox"/>	
2. <input type="checkbox"/> TERMINATION Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> CONTINUATION Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 5			
5. AMENDMENT (PARTY INFORMATION) This amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7: <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b and also item 7c; also complete items 7d-7g (if applicable)			
6. CURRENT RECORD INFORMATION			
6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION			
7a. ORGANIZATION'S NAME			
OR			
7b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
7c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
7d. SEE INSTRUCTIONS	ADD L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
		7g. ORGANIZATIONAL ID # (if any) <input type="checkbox"/> NONE	
8. AMENDMENT (COLLATERAL CHANGE): check only one box Describe collateral: <input checked="" type="checkbox"/> deleted or <input type="checkbox"/> added or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assignment			

The "Acquired Assets" as defined in the Asset Purchase Agreement dated as of June [] 2009, by and between Gabriel Ride Control Products, Inc., Meritor Mexicana, S.A. De C.V., ArvinMeritor Mexicana, S.A. De C.V., Arvin International Holdings, LLC and Ride Control LLC.

THIS IS A PARTIAL RELEASE. ALL OTHER COLLATERAL OF THE DEBTOR DESCRIBED ON THE ABOVE-REFERENCED FINANCING STATEMENT SHALL REMAIN SUBJECT THERETO.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment			
6a. ORGANIZATION'S NAME JPMorgan Chase Bank, National Association, as Administrative Agent			
OR			
6b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
10. OPTIONAL FILER REFERENCE DATA FILE WITH: Delaware SOS Debtor: Gabriel Ride Control Products, Inc			

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC-1 (REV. 08/03/02))

CH1473858/v.1