

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	ASSIGNMENT																								
CONVEYING PARTY DATA																									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Gabriel Ride Control Products, Inc.</td> <td>06/28/2009</td> </tr> <tr> <td>ArvinMeritor Technology, LLC</td> <td>06/28/2009</td> </tr> <tr> <td>Arvin Technologies, Inc.</td> <td>06/28/2009</td> </tr> <tr> <td>Meritor Heavy Vehicle Technology LLC</td> <td>06/28/2009</td> </tr> <tr> <td>Meritor Heavy Vehicle Systems, LLC</td> <td>06/28/2009</td> </tr> <tr> <td>Maremont Corporation</td> <td>06/28/2009</td> </tr> </tbody> </table>		Name	Execution Date	Gabriel Ride Control Products, Inc.	06/28/2009	ArvinMeritor Technology, LLC	06/28/2009	Arvin Technologies, Inc.	06/28/2009	Meritor Heavy Vehicle Technology LLC	06/28/2009	Meritor Heavy Vehicle Systems, LLC	06/28/2009	Maremont Corporation	06/28/2009										
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Maremont Corporation	06/28/2009																								
RECEIVING PARTY DATA																									
<table border="1"> <tr> <td>Name:</td> <td>Ride Control, LLC</td> </tr> <tr> <td>Street Address:</td> <td>950 Maplelawn</td> </tr> <tr> <td>City:</td> <td>Troy</td> </tr> <tr> <td>State/Country:</td> <td>MICHIGAN</td> </tr> <tr> <td>Postal Code:</td> <td>48084</td> </tr> </table>		Name:	Ride Control, LLC	Street Address:	950 Maplelawn	City:	Troy	State/Country:	MICHIGAN	Postal Code:	48084														
Name:	Ride Control, LLC																								
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PROPERTY NUMBERS Total: 15																									
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OP \$600.00 6725983

Patent Number:	7347307
Patent Number:	5996982
Patent Number:	6343977
Patent Number:	6202972

# 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
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NAME OF SUBMITTER:	Pete N. Kiouisis
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Total Attachments: 12

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## PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT** (this "Assignment") is made and entered into as of this 28th day of June, 2009 ("Effective Date"), by and among Gabriel Ride Control Products, Inc. ("GRCP"), a Delaware corporation, and ArvinMeritor Technology, LLC, a Delaware limited liability company, Arvin Technologies, Inc., a Michigan corporation, Meritor Heavy Vehicle Technology LLC, a Delaware limited liability company, Meritor Heavy Vehicle Systems, LLC, a Delaware limited liability company and Maremont Corporation, a Delaware corporation (collectively, "Seller Affiliates," and together with GRCP collectively referred to herein as "Assignor") and Ride Control, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Seller Affiliates are affiliates of GRCP;

**WHEREAS**, GRCP and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 28, 2009 (the "Agreement") and, pursuant to that Agreement, GRCP has agreed to transfer certain Patents to Assignee, and certain of said Patents are currently titled in the name of Seller Affiliates; and

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all domestic and foreign patents, patent applications and invention disclosures, industrial and utility models, industrial designs, petty patents, patents of importation, patents of addition, certificates of invention, and any other indicia of invention ownership issued or granted by a Governmental or Regulatory Authority (as that term is defined in the Agreement) that are used to operate the Acquired Business (as that term is defined in the Agreement) and that are set forth on Schedule A attached hereto, including any reissue, re-examination, extension, division, continuation or continuation-in-part of any of the foregoing (collectively, the "Patents").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Patents, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as assignee and owner of the Patents.

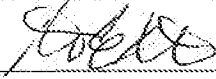
Assignor shall without charge to, but at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation with respect to (1) the preparation and prosecution of any applications relating to the rights assigned herein; (2) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Patents or this Assignment; (3) obtaining any additional patent protection relating to the rights assigned herein that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**Assignors**

Gabriel Ride Control Products, Inc.

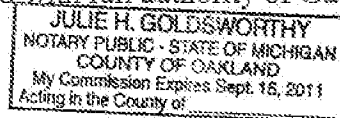
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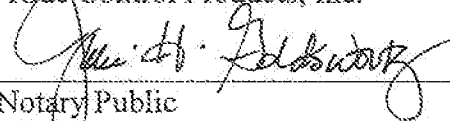
Print Name: Nicholas Exton

Its: Authorized Agent

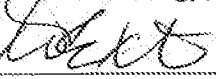
STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF OAKLAND    )

On this 28<sup>th</sup> day of June 2009, there appeared before me Nicholas Exton, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Gabriel Ride Control Products, Inc.



  
Notary Public

ArvinMeritor Technology, LLC

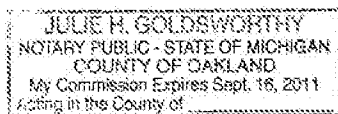
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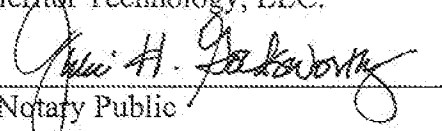
Print Name: Nicholas Exton

Its: Authorized Agent

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF OAKLAND    )

On this 28<sup>th</sup> day of June 2009, there appeared before me Nicholas Exton, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of ArvinMeritor Technology, LLC.



  
Notary Public

Arvin Technologies, Inc.

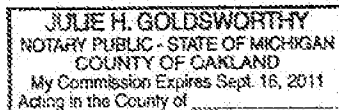
By: *Nick Exton*

Print Name: Nicholas Exton

Its: Authorized Agent

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF OAKLAND    )

On this 28<sup>th</sup> day of June 2009, there appeared before me Nicholas Exton, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Arvin Technologies, Inc.



*Julie H. Goldsworthy*  
Notary Public

Meritor Heavy Vehicle Technology LLC

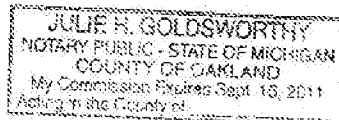
By: *Nick Exton*

Print Name: Nicholas Exton

Its: Authorized Agent

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF OAKLAND    )

On this 28<sup>th</sup> day of June 2009, there appeared before me Nicholas Exton, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Meritor Heavy Vehicle Technology, LLC.



*Julie H. Goldsworthy*  
Notary Public

Meritor Heavy Vehicle Systems, LLC

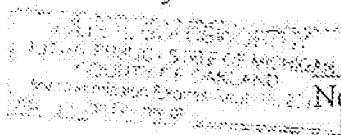
By: *Nick Exton*

Print Name: Nicholas Exton

Its: Authorized Agent

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF OAKLAND    )

On this 28<sup>th</sup> day of June 2009, there appeared before me Nicholas Exton, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Meritor Heavy Vehicle Systems, LLC.



Notary Public

Maremont Corporation

By: [Signature]

Print Name: Nicholas Exton  
Its: Authorized Agent

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF OAKLAND    )

On this 28<sup>th</sup> day of June 2009, there appeared before me Nicholas Exton, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Maremont Corporation.



Notary Public

Assignee:

Ride Control LLC

By:     AUTO RIDER, LLC  
Its:     Manager

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

Name: Andrew Nikou  
Title: Manager

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF OAKLAND    )

On this \_\_\_\_ day of July 2009, there appeared before me Nicholas Exton, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Meritor Heavy Vehicle Systems, LLC.

\_\_\_\_\_  
Notary Public

Maremont Corporation

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

Print Name: Nicholas Exton  
Its: Authorized Agent

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF OAKLAND    )


On this \_\_\_\_ day of July 2009, there appeared before me Nicholas Exton, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Maremont Corporation.

\_\_\_\_\_  
Notary Public

Assignee:

Ride Control LLC

By:     AUTO RIDER, LLC  
Its:     Manager

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


Name: Andrew Nikou  
Title: Manager



STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF OAKLAND    )

On this 14<sup>th</sup> day of July 2009, there appeared before me Andrew Nikou, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Ride Control, LLC.

See attached acknowledgment  
Notary Public

This acknowledgment is provided on an 8 1/2 X 11 in. letter size paper with continuous black border. It must be rejected if size or border has been altered. This warning appears also at the bottom of this document.

## ACKNOWLEDGMENT

State of California

County of Los Angeles

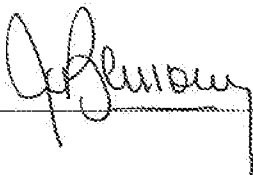
On July / 14 / 2009 before me, Jean-Claude Bensoussan, Notary Public  
personally appeared Andrew N'Kou

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

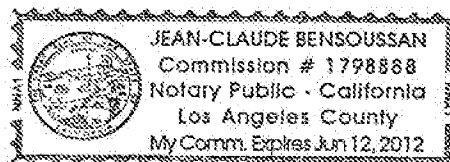
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



### OPTIONAL

Description of Attached Document

Title or Type of Document: Patent Assignment

Document Date 06/28/09 Number of Pages 6 Number of Signers \_\_\_\_\_

This acknowledgment is provided on an 8 1/2 X 11 in. letter size paper with continuous black border. It must be rejected if size or border has been altered. This warning appears also at the bottom of this document.

## Schedule A

## Patents

Family Number	Country	Filing Date	Filing Number	Grant Date	Grant Number	Current Status	Legal Owners
01MRA0257	US	14 Sep 2001	09/953479	27 Apr 2004	6,725,983	GRT	ArvinMeritor Technology, LLC
01MRA0257	CA	18 Aug 2002	2398595	01 Apr 2008	2398595	GRT	Meritor Heavy Vehicle Technology, LLC
01MRA0257	BR	13 Sep 2002	09/953479			FLG	Meritor Heavy Vehicle Technology, LLC
01MRA0268	US	10 Aug 2001	09/950099	09 Dec 2003	6,659,239	GRT	ArvinMeritor Technology, LLC
01MRA0268	CA	19 Aug 2002	2398873			FLG	Meritor Heavy Vehicle Technology, LLC
01MRA0272	US	13 Sep 2001	09/951179	18 Nov 2004	6,648,109	GRT	ArvinMeritor Technology, LLC
01MRA0272	US	05 Mar 2004	10/795,144	10 Mar 2009	RE40649	GRT	Meritor Heavy Vehicle Technology, LLC
01MRA0272	CA	19 Aug 2002	2398570	21 Oct 2008	2398570	GRT	Meritor Heavy Vehicle Technology, LLC
01MRA0273	US	22 Aug 2001	09/935190	09 Dec 2003	6,659,241	GRT	ArvinMeritor Technology, LLC
01MRA0273	IT	16 Aug 2002	T02002A000730	20 Feb 2007	1338039	GRT	Meritor Heavy Vehicle Systems, Inc.
01MRA0273	DE	31 July 2002	10234906.1			FLG	Meritor Heavy Vehicle Systems, Inc.
01MRA0515	US	01 Jul 2002	10/186508	06 Apr 2004	6,715,744	GRT	Arvin Technologies, Inc.
01MRA0515	BR	30 Jun 2003	P1 0302177-7			FLG	Arvin Technologies, Inc.
01MRA0515	DE	26 Jun 2003	10328841.4			FLG	Arvin Technologies, Inc.
01MRA0515	FR	27 Jun 2003	0307821	14 Dec 2007	0307821	GRT	Arvin Technologies, Inc.
01MRA0518	CA	24 May 2004	2468282			FLG	Arvin Technologies, Inc.

Family Number	Country	Filing Date	Filing Number	Grant Date	Grant Number	Current Status	Legal Owners
01MRA0520	CA	25 May 2004	2468288			FLG	Arvin Technologies, Inc.
02MRA0220	US	17 Apr 2003	10/417,531	21 Feb 2006	7,000,744	GRT	Arvin Technologies, Inc.
02MRA0220	CA	12 Mar 2004	2461399			FLG	Arvin Technologies, Inc.
02MRA0251	US	27 Sep 2002	10/256645			FLG	Arvin Technologies, Inc.
02MRA0251	CA	26 Aug 2003	2,438,278			FLG	Arvin Technologies, Inc.
02MRA0391	US	05 Nov 2003	10/701,997			FLG	Arvin Technologies, Inc.
02MRA0391	CA	12 Nov 2003	2449226			FLG	Arvin Technologies, Inc.
02MRA0391	BR	02 Dec 2003	PI0305451-9			FLG	Arvin Technologies, Inc.
02MRA0431	BR	03 Jun 2004	PI0401900-8			FLG	Arvin Technologies, Inc.
02MRA0431	BR	20 Jun 2007	PI0702785-0			FLG	ArvinMeritor Technology, LLC
02MRA0431	US	21 Jun 2006	11/471,830			ELG	ArvinMeritor Technology, LLC
02MRA0431	US	04 Jun 2003	10/453,966	19 Dec 2006	7,150,450	GRT	ArvinMeritor Technology, LLC
02MRA0431	CA	25 May 2004	2468286			FLG	Arvin Technologies, Inc.
02MRA0474	CA	25 May 2004	2468284			FLG	Arvin Technologies, Inc.
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02MRA0511	US	29 Oct 2002	10/282,658	21 Nov 2006	7,137,491	GRT	Arvin Technologies, Inc.
02MRA0512	US	06 Jun 2005	11/145,729			FLG	Arvin Technologies, Inc.
02MRA0512	US	17 Jun 2003	10/463162			FLG	Arvin Technologies, Inc.
02MRA0512	CA	25 May	2468287			FLG	Arvin Technologies, Inc.

Family Number	Country	Filing Date	Serial Number	Grant Date	Grant Number	Current Status	Legal Owners
02MRA0513	US	29 Oct 2002	10/282839	23 Nov 2004	6,820,729	GRT	ArvinMeritor Technology, LLC
03MRA0121	US	25 Jul 2005	10/543,273	25 Mar 2008	7,347,307	GRT	Arvin Technologies, Inc.
03MRA0121	JP	27 Sep 2005	2004-567497			FLG	Arvin Technologies, Inc.
03MRA0125	US	24 Jun 2004	10/876,135			FLG	ArvinMeritor Technology, LLC
04ARM0063	US	19 Jul 2004	10/894,442			FLG	ArvinMeritor Technology, LLC
04ARM0063	US	30 Apr 2007	11/741,912			FLG	ArvinMeritor Technology, LLC
04ARM0064	US	19 Jul 2004	10/894,443			FLG	ArvinMeritor Technology, LLC
04ARM0171	US	01 Mar 2004	10/790,501			FLG	Arvin Technologies, Inc.
04ARM0171	CA	09 Feb 2005	2,496,394			FLG	Arvin Technologies, Inc.
05ARM0033	US	21 Jan 2005	11/040,204			FLG	ArvinMeritor Technology, LLC
05ARM0079	US	15 Dec 2005	11/304,861			FLG	Arvin Technologies, Inc.
05ARM0130	US	06 Apr 2005	11/100,724	22 Jan 2008	7,320,387	GRT	ArvinMeritor Technology, LLC
08ARM0043	US	07 Oct 2008	12/246561			FLG	ArvinMeritor Technology, LLC
H10400	US	23 Oct 1995	08/546625	06 Aug 1996	5542509	GRT	Gabriel Ride Control Products, Inc.
H10400	CA	25 Aug 1994	2130845	01 Aug 2000	2130845	GRT	Gabriel Ride Control Products, Inc.
H10480	US	19 Nov 1997	08/974367	05 Sep 2000	6112868	GRT	
H11344	CA	04 Feb 2000	2298291			FLG	Gabriel Ride Control Products, Inc.
H11799	US	29 Jul 1997	08/902117			GRT	Gabriel Ride Control Products, Inc.
H12288	US	01 Feb 1999	09/241,217	04 Apr 2001	6,213,262B1	GRT	Gabriel Ride Control Products, Inc.

Family Number	Country	Filing Date	Filing Number	Grant Date	Grant Number	Current Status	Legal Owners
H12288	US	31 Jan 2001	09/774,546	05 Feb 2002	6,343,677B2	GRT	Gabriel Ride Control Products, Inc.
H12423US02	US	09 Jul 1999	09/350628	20 Mar 2001	6202972	GRT	Gabriel Ride Control Products, Inc.
H12423US02	JP	26 Apr 2000	US00/11214			FLG	Gabriel Ride Control Products, Inc.
H12674	US	24 Jan 2001	10/203061	16 Dec 2003	6,662,913	GRT	Gabriel Ride Control Products, Inc.
H12674	CA	24 Jan 2001	2400298			FLG	Gabriel Ride Control Products, Inc.
H12674	KR	24 Jan 2001	02-7010195			PUB	Gabriel Ride Control Products, Inc.
H12674	JP	24 Jan 2001	01-558633			FLG	Gabriel Ride Control Products, Inc.
H89P193	US	03 Apr 1991	07/680084	22 Dec 1992	5172794	GRT	Arvin Technologies, Inc.
H89P309	US	03 May 1991	07/695419	16 Mar 1993	5193787	GRT	Gabriel Ride Control Products, Inc.
H89P317	US	19 Feb 1991	07/657153	24 Mar 1992	5097929	GRT	Maremont Corporation
H92P557	US	20 Aug 1992	07/933397	10 Aug 1993	5234084	GRT	Gabriel Ride Control Products, Inc.
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