

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, National Association, as Administrative Agent		06/28/2009	Administrative Agent:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ArvinMeritor, Inc.		
<b>Street Address:</b>	2135 West Maple Road		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48084		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3149171	READYMOUNT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	tblasciuc@brooks.pro		
<b>Correspondent Name:</b>	Pete Kiouis		
<b>Address Line 1:</b>	48685 Hayes		
<b>Address Line 4:</b>	Shelby Township, MICHIGAN 48315		
<b>ATTORNEY DOCKET NUMBER:</b>	0002		
<b>NAME OF SUBMITTER:</b>	Pete Kiouis		
<b>Signature:</b>	/pete kiouis/		
<b>Date:</b>	12/10/2012		

OP \$40.00 3149171

**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.

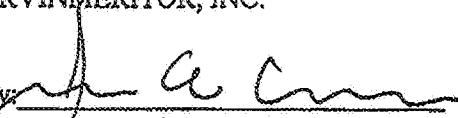
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JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

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:660609.20110425-00305

**UCC FINANCING STATEMENT AMENDMENT**  
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)

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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

2  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  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  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 9

5 AMENDMENT (PARTY INFORMATION) This amendment affects  Debtor or  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

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.  DELETE name Give record name to be deleted in item 6a or 6b.  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)  NONE

8 AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral  deleted or  added or give entire  restated collateral description, or describe collateral  assigned

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  and enter name of DEBTOR authorizing this Amendment

9a ORGANIZATION'S NAME  
 JPMorgan Chase Bank, National Association, as Administrative Agent

OR

9b 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