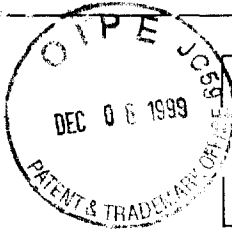


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



12-14-1999



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Docket 7495A-200010

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

MEMO 12.6.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
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Document ID #
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Reel # Frame #
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/10/1999 DNGUYEN 00000309 080750 75803878

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Mail documents to be recorded with required cover sheet(s) information to:
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Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

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Correspondent Name and Address

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Address (line 2)

Address (line 3)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

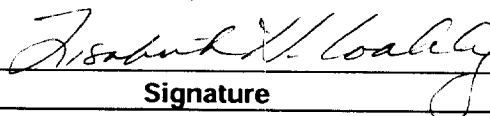
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lisabeth H. Coakley, Esq.



11/30/99

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT made this 29th day of November, 1999, by and between MERITOR AUTOMOTIVE, INC. (hereinafter "Assignor"), a Delaware corporation having its principal place of business at 2135 West Maple Road, Troy, Michigan 48084 and MERITOR LIGHT VEHICLE SYSTEMS, INC. (hereinafter "Assignee"), a Delaware corporation, having its principal place of business at 2135 Maple Road, Troy, Michigan 48084.

WHEREAS, Assignor owns and has used, or is using the trademark and trade name and has filed an application seeking to register the mark EXTOL (hereinafter the "Mark"), Serial No. 75/803,878 in the United States.

WHEREAS, Assignee is desirous of acquiring the Mark and all rights therein including the goodwill of the business associated therewith, as well as all common law rights and all federal trademark applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee, all its right, title and interest in and to the Mark, all common law rights, all federal applications and registrations which may issue together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing use of the Mark.

Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts

necessary to carry out the intent of this Assignment as well as provide such other material, information or assistance as Assignee may consider necessary.

THIS ASSIGNMENT shall be binding on the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue registrations or assigned trademark applications, to issue any and all certificates of registration for said applications and any maintenance, declarations, renewal applications therefor, to Meritor Light Vehicle Systems, Inc. as Assignee of the entire interest in the EXTOL Mark.

Assignor hereby covenants that it has not executed, and will not execute any agreements inconsistent herewith.

MERITOR AUTOMOTIVE, INC.

By 

Printed or typed name: Mark R. Schaitkin

Title: Assistant Secretary

MERITOR LIGHT VEHICLE SYSTEMS, INC.

By 

Printed or typed name: Bonnie Wilkinson

Title: Assistant Secretary

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