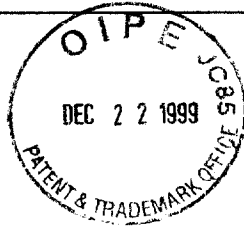


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U.S. Department of Commerce  
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TRADEMARK

(1)

(File No. 7495A-200009)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

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

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
5-17-99

Name

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  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.)
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01/07/2000 DMGUYEN 00000296 080750 75269381

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TRADEMARK

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Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

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**

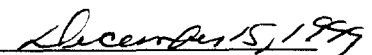
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lisabeth H. Coakley, Esq.

Name of Person Signing



Signature



Date Signed

**ASSIGNMENT**  
**United States and Foreign Trademark and Service Mark**  
**Applications and Registration**

This assignment made this 17<sup>th</sup> day of May, 1999, by and between Kelsey-Hayes Company, a Delaware corporation having its principal place of business at 12025 Tech Center Drive, Livonia, Michigan 48150, (hereinafter "ASSIGNOR"), and Meritor Automotive, Inc. (hereinafter "ASSIGNEE"), a Delaware Corporation having its principal place of business at 2135 Maple Road, Troy, Michigan 48084.

WHEREAS, ASSIGNOR owns the trademarks, service marks and trade names identified in the attached Schedule A-TMs (collectively, hereinafter the "Marks") in the United States and throughout the world.

WHEREAS, ASSIGNEE is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal and foreign trademark and service mark registrations and applications identified in Schedule A-TMs attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers and assigns to ASSIGNEE all its rights, title, and interest in and to the Marks, all common-law rights, all federal and foreign registrations and applications identified in Schedule A-TMs together with the goodwill of the business symbolized thereby.

ASSIGNOR further assigns to the ASSIGNEE all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

**ASSIGNMENT**  
**United States and Foreign Trademark and Service Mark**  
**Applications and Registration**


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 and any official of any country or countries foreign to the United States whose duty it is to issue registrations or assign trademarks and service mark applications, to issue any and all Certificates of Registration for said applications, and any maintenance declarations, renewal applications therefore, to Meritor Automotive, Inc. as ASSIGNEES of the entire interest identified in Schedule A-TMs. ASSIGNOR hereby covenants that it has not executed, and will not execute any agreements inconsistent herewith.

KELSEY-HAYES COMPANY

MERITOR AUTOMOTIVE, INC.

Signature: 

Signature: 

Printed: John F. McCuen

Printed: Bonnie Wilkinson

Title: Vice President & Secretary

Title: Assistant Secretary

Date: May 17, 1999

Date: June 17, 1999

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF WAYNE            )

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 17th day of May, 1999, personally appeared

JOHN F. McCUEN, who, being duly sworn, did say that he is the VICE PRESIDENT and SECRETARY of Kelsey-Hayes Company, a Delaware corporation, and that such instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and JOHN F. McCUEN, acknowledged that instrument to be the free act and deed to the corporation.

*Ginger M. Evanowski*  
Notary Public

Wayne County  
State of Michigan  
GINGER M. EVANOWSKI  
NOTARY PUBLIC  
WAYNE COUNTY, MICHIGAN  
MY COMMISSION EXPIRES  
My commission expires: 11/23/99

(Seal)

Witness *Sanley J. Wilson*

Witness *Harold*



**Schedule A-TMs**  
**Kelsey-Hayes Company to Meritor Automotive, Inc.**

	<b>Mark</b>	<b>Country</b>	<b>App. No./Reg. No.</b>	<b>Date</b>
1.	DAYTON	Benelux	55,733	8/3/01
2.	DAYTON	Brazil	812171721	6/16/07
3.	DAYTON	Canada	134,286	1/24/09
4.	AUTOCAM	Canada	738,075	
5.	DAYTON	France	1,337,396	1/6/06
6.	DAYTON	Italy	439,789	5/5/01
7.	POSALIGN	Italy	18,879	
8.	DAYTON (& Wheel Design)	Sweden	107,281	8/30/03
9.	DAYTON	United States	724,987	12/12/01
10.	DAYTONLITE	United States	75/552,797	7/14/99
11.	MTB	United States	2,042,107	9/4/02
12.	STEELLITE X30	United States	75/269,381	4/1/99
13.	X-10	United States	75/558,029	7/1/99
14.	X-20	United States	75/242,020	12/23/98