

(2)

M1U
12/22/99

01-10-2000

(File No. 7495A-200009)

RECORD
TRAC



101241554

Document(s) or copy(ies).

TO: The Commissioner of Patents and Trademarks

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other

Effective Date
Month Day Year

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.)

01/07/2000 DNGUYEN 00000295 080750 75269381

FOR OFFICE USE ONLY

01 FC:481 40.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002008 FRAME: 0076

Domestic Representative Name and Address

Enter for the first Receiving Party only.

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)

Address (line 4)

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)

<input type="text" value="75/269,381"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

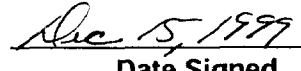
No

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

[Meritor Automotive, Inc. To Meritor Heavy Vehicle Technology, LLC]
Schedule: Lucas et al trademarks in the U.S. and certain foreign jurisdictions except the
U.K.)

ASSIGNMENT

This assignment made this 19 day of November, 1999, by and between Meritor **Automotive**, Inc. (hereinafter "Assignor"), a Delaware corporation having its principal place of business at 2135 Maple Road, Troy, Michigan 48084 and Meritor **Heavy Vehicle Technology**, LLC (hereinafter "Assignee"), a Delaware limited liability company having its principal place of business at 2135 Maple Road, Troy, Michigan 48084.

WHEREAS, Assignor owns and has used, or is using, the trademarks, service marks and trade names identified in the attached schedule A (collectively, hereinafter the "Marks") in the United States and certain foreign jurisdictions namely, Canada, Mexico, Brazil and all countries within the European Union excluding the United Kingdom.

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 trademark and service mark registrations and applications identified in Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration the 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 registrations and applications identified in Schedule A 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 uses of the Marks.

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.

[Meritor Automotive, Inc. To Meritor Heavy Vehicle Technology, LLC]

Schedule: Lucas et al trademarks in the U.S. and certain foreign jurisdictions except the U.K.)

ASSIGNMENT

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 Heavy Vehicle Technology, LLC as Assignees of the entire interest identified in Schedule A. Assignor hereby covenants that it has not executed, and will not execute any agreements inconsistent herewith.

MERITOR AUTOMOTIVE, INC.

MERITOR HEAVY VEHICLE TECHNOLOGY, LLC

Signature: Vernon G. Baker II

Signature: Glenn Dong

Typed: Vernon G. Baker II

Typed: Glenn Dong

Title: Senior Vice President

Title: Vice President

Date: November 19, 1999

Date: November 19, 1999

[Meritor Automotive, Inc. To Meritor Heavy Vehicle Technology, LLC]

Schedule: Lucas et al trademarks in the U.S. and certain foreign jurisdictions except the U.K.)

SCHEDULE A

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Country
DAYTON			55,733	8/3/71	Benelux
DAYTON			812171721	6/16/87	Brazil
AUTOCAM			738075	9/30/93	Canada
DAYTON			134,286	1/24/64	Canada
DAYTON			1,337,396	1/6/86	France
DAYTON			439,789	5/5/81	Italy
POSALIGN			40762	5/8/79	Italy
DAYTON (& Wheel Design)			107,281	8/30/63	Sweden
DAYTON			0724987	12/12/61	United States
DAYTONLITE	75/552,797	9/14/98			United States
DURAPARK			1,832,696	4/26/94	United States
MTB			2,042,107	4/4/97	United States
STEELLITE X30	75/269,381	4/4/97			United States
X-10	75/558,029	7/1/99			United States
X-20	75/242,020	2/14/97	2256281	6/29/99	United States

