

MRO
2-14-00

03-22-2000



FORM PTO-1596 (MODIFIED)
(REV. 6-93)
OMB NO. 0651-0011
P09/REV01

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101292285
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of the conveying party(ies):
Meritor Automotive, Inc.

Individual(s) (Association)
 General Partnership Limited Partnership
 Corporation: State of Delaware
 Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name:
TripMaster Corporation
2020 Randol Mill Road
Suite 307
Arlington, Texas 76011

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Dates: December 15, 1999

Individual(s) Citizenship:
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: Texas
 Other: _____

Additional name(s) & address(ies) attached? Yes No

4. Application number(s):
A. Trademark Application No.(s)

Additional numbers attached? Yes No

Registration number(s): Two
B. Trademark Reg. No.(s)

1,263,474
1,101,312

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John P. Guenther, Esq.
Internal Address: RADER, FISHMAN & GRAUER PLLC
Street Address: 1533 N. Woodward Avenue, Suite 140
City: Bloomfield Hills State: Michigan Zip: 48304

6. Total number of registrations involved: 2


7. Total fee (37 CFR 3.41):\$ 65.00

Enclosed
 Authorized to be charged to deposit account
(duplicate copy attached)

8. Deposit account number: 18-0013

DO NOT USE THIS SPACE

9. 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.

John P. Guenther _____  _____ 2-7-2000
Signature Date

Total number of pages including cover sheet, attachments and document: 4 5 Atty. Docket No. 65474-0999

03/22/2000 DWGUYEN 00000006 180013 1263474

01 FC:481 40.00 CH
02 FC:482 25.00 CH

TRADEMARK
REEL: 002037 FRAME: 0289

TRADEMARK ASSIGNMENT

This assignment made this 15th day of December, 1999, by and between Meritor Automotive, Inc. (hereinafter "Assignor"), a Delaware Corporation with a place of business at 2135 West Maple Road, Troy, Michigan 48084 and TripMaster Corporation (hereinafter "Assignee"), a Texas corporation with a place of business at 2020 Randol Mill Road, Suite 307, Arlington, Texas 76011.

WHEREAS, Assignor owns and has used, or is using, the trademarks identified in the attached schedule A (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 Canadian 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 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 Canadian 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.

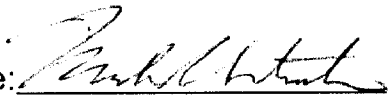
Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment as well as provide such other material, information, or assistance as Assignee may consider necessary.

The parties may execute multiple originals of this Agreement and each such partially executed original of this Agreement shall serve, when combined with a partially executed original, as a fully executed and enforceable Agreement.

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 Canada 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 TripMaster Corporation as Assignee 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.

Signature: 

Typed: Mark R. Schaitkin

Title: Assistant Secretary

Date: December 15, 1999

TRIPMASTER CORPORATION

Signature: 

Typed: Edward J. Gulda

Title: Authorized Representative

Date: January 17, 2000

**SCHEDULE A
TRADEMARKS**

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date
TRIPFAX	United States			1263474	1/10/94
TRIPMASTER	United States			1101312	9/5/78
TRIPFAX	Canada			279573	5/13/83