

28

05-14-2001

Sheet

5.3.01



101716680

Commissioner of Patent: thereof

the attached original documents or copy

1. Name of conveying party(ies):

Lucas Industries Limited
46 Park Street
WLY 4DJ London, England

- Individual(s)
Association
General Partnership
Limited Partnership
[X] Corporation-State: United Kingdom
Other

1.74.01

2. Name and address of receiving party(ies):

Delphi Technologies, Inc.
5725 Delphi Drive
Troy, MI 48098-2815

- Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
[X] Corporation - State: Delaware (both companies)
Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes No
(Designations must be a separate document)
Additional name(s) & address(es) attached?
Yes [X] No

3. Nature of conveyance:

- [X] Assignment Merger
Security Agreement Change of Name
Other:

Execution Date: January 7, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

Additional numbers attached? No.

B. Trademark Registration No.(s): 724,000; 723,990; 947,567; 947,591; 858,886; 1,377,891; 724,003; 90,850; 895,851; 947,892

Additional numbers attached? Yes No [X]

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

Michael D. Fishman
Rader, Fishman & Grauer
39533 Woodward Avenue
Suite 140
Bloomfield Hills, Michigan 48304
(248) 594-0600

6. Total number of applications and registrations involved: ten (10)

7. Total fee (37 CFR 3.41).....\$265 Enclosed

[X] Authorized to be charged to deposit account.

8. Deposit Account Number: 18-0013 (Attach duplicate copy of this page if using deposit account)

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.

Jill R. Neuvirth
Name

Jill R. Neuvirth
Signature

January 18, 2001
Date

Total number of pages comprising cover sheet 6

DATED

7th January 2000

(1) LUCAS INDUSTRIES LIMITED

(2) DELPHI TECHNOLOGIES INC

**ASSIGNMENT OF NON UK REGISTERED
INTELLECTUAL PROPERTY - TRADE MARKS**

CERTIFIED TO BE A TRUE AND
COMPLETE COPY OF THE ORIGINAL

C.M.S. Cameron McKenna
DATE: *7/2/2000*

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD

**3 Colmore Circus
Birmingham
B4 6BH**

**Tel: 0121 200 1050
Fax: 0121 626 0104**

**TRADEMARK
REEL: 002293 FRAME: 0945**

DATED

7th January 2000

BETWEEN:-

- (1) LUCAS INDUSTRIES LIMITED (No. 54802) whose registered office is at 46 Park Street, London W1Y 4DJ ("Lucas"); and
- (2) DELPHI TECHNOLOGIES INC whose principal place of business is at 5725 Delphi Drive, Troy, Michigan 48098 – 2815 USA (the "Purchaser")

WHEREAS:-

Lucas is the proprietor of the Non UK trade marks and the Non UK trade mark applications brief particulars of which are set out in Schedule 1 hereto (the "Trade Marks" and the "Applications" respectively) and has agreed to assign the same to the Purchaser.

IT IS AGREED AS FOLLOWS:-

1. DEFINITIONS

In this Assignment Agreement the following terms have the meanings set out beside them:-

"the Applications" means the Non UK trade mark applications short particulars of which are set out in Schedule 1 hereto;

"the Trade Marks" means the Non UK trade mark registrations short particulars of which are set out in Schedule 1 hereto together with any trade mark which may be granted consequent upon the Applications listed in the Schedule 1 hereto.

2. In consideration of the payment by the Purchaser to Lucas of the sum of

now paid by the Purchaser to Lucas (the receipt of which Lucas hereby acknowledges) Lucas **HEREBY ASSIGNS** and transfers to the Purchaser with full title guarantee all of its property, right, title and interest in and to the Trade Marks and the Applications and all its rights, powers, privileges and immunities conferred, arising or accruing therefrom subject to the licences referred to in Schedule 2 hereto and together with the right to sue for damages and other remedies in respect of any infringements or other violations which may have occurred prior to the date hereof in

TRADEMARK

REEL: 002293 FRAME: 0946

respect of the Trade Marks and/or the Applications **TO HOLD** unto the Purchaser absolutely.

3. Lucas will at the request and expense of the Purchaser do all acts and execute all documents and procure the deposing to or swearing of any declarations or oaths reasonably necessary or desirable for vesting absolutely all right, title and interest in and to the Trade Marks and the Applications in favour of the Purchaser and for conferring on the Purchaser rights of action in relation to any infringement of the Trade Marks and/or the Applications by third parties at or prior to the date hereof and pending the doing executing and making of such acts, documents, declarations, oaths and things Lucas shall hold the legal estate in the Trade Marks and the Applications in trust for the Purchaser.
4. Lucas agrees, at the request of the Purchaser, to transfer to the Purchaser Lucas' files and records (including those in the possession of its agents) relating to the filing prosecutions and maintenance of the Trade Marks and the Applications.
5. This Assignment Agreement is governed by and shall be construed in accordance with the laws of England.
6. This Assignment Agreement may be signed in counterparts.

SIGNED by or on behalf of the parties on the date which first appears in this Agreement.

SIGNED by a duly appointed attorney
for and on behalf of
LUCAS INDUSTRIES LIMITED
in the presence of:

) *Randy E. Phillips*
)
) *Randy E. Phillips*
)

Signature of Witness: *[Signature]*

Name of Witness: *RAT BERG*

Address: *ONE NEW CHANCE
LONDON*

SIGNED by a duly authorised officer
for and on behalf of
DELPHI TECHNOLOGIES INC
in the presence of:

) *[Signature]*
)
) *Jeffrey M. Krause*
)

Signature of Witness: *Carolyn Fodor*

Name of Witness: *Carolyn Fodor*
Address: *5925 Delphi Drive
Troy MI 48307
USA*

SCHEDULE 2

UNITED STATES TRADEMARKS ASSIGNED
 FROM LUCAS INDUSTRIES LIMITED
 TO DELPHI TECHNOLOGIES, INC. ON JANUARY 7, 2000

65664

APP NO	REG NO	TRADEMARK	FILE DATE	REG DATE
72/414,913	947,567	CAV & DESIGN	2/ 8/ 72	11/21/ 72
72/414,896	947,591	CAV & DESIGN	2/ 8/ 72	11/21/ 72
73/512,560	1,377,891	MICROJECTOR	12/ 7/ 84	1/14/ 86
106,650	724,003	SIMMS	10/18/ 60	11/14/ 61
106,649	724,000	SIMMS	10/18/ 60	11/14/ 61
106,646	723,990	SIMMS	10/18/ 60	11/14/ 61
265,397	858,886	BRYCE	2/24/ 67	10/22/ 68
312,747	895,851	BRYCE	11/21/ 68	8/ 4/ 70
72/416,855	947,892	CAV	2/28/ 72	11/28/ 72
71/64,109	90,850	CAV	6/11/1912	3/25/1913

- 1798
 - 1799
 - 2007
 - 2150
 - 2101
 - 2102
 - 2129
 - 2130
 - 2368
 - 2369