

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZF Meritor, L.L.C.		04/06/2004	LTD LIAB JT ST CO: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Meritor Transmission Corporation
<b>Street Address:</b>	2135 W. Maple Rd.
<b>City:</b>	Troy
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48084
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1937274	SHIFT-N-CRUISE
Registration Number:	2714326	TRANSSOFT

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(313)496-8454
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(313) 963-6420
<b>Email:</b>	schultz@millercanfield.com
<b>Correspondent Name:</b>	Marjory G. Basile
<b>Address Line 1:</b>	150 West Jefferson Ave
<b>Address Line 2:</b>	Suite 2500
<b>Address Line 4:</b>	Detroit, MICHIGAN 48226

<b>NAME OF SUBMITTER:</b>	Marjory G. Basile
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**Total Attachments: 4**  
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OP \$65.00 1937274



**Assignment of Servicemarks and Trademarks**

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 6<sup>th</sup> day of April, 2004, by and between ZF MERITOR LLC, a Delaware limited liability company (the "Assignor") and MERITOR TRANSMISSION CORPORATION, a Delaware corporation ("Assignee").

RECITAL

Assignee, Assignor and certain others are parties to a Dissolution Agreement, dated as of March 26, 2004 (as amended, the "Agreement"), pursuant to which Assignor is to distribute to Assignee the Intellectual Property (as defined in the Agreement), including without limitation the registered and unregistered domestic and foreign servicemarks, trademarks and trade names of Assignor that are part of the Intellectual Property. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of the Intellectual Property.

In accordance therewith, Assignor desires to distribute, transfer and assign to Assignee, and Assignee desires to accept the distribution, transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names that are a part of the Intellectual Property, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby distribute, transfer and assign to Assignee, and Assignee hereby accepts the distribution, transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment of Servicemarks and Trademarks not been made.



Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

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IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

**ZF MERITOR LLC**

By: Richard Martello  
Name: Richard Martello  
Title: President

**MERITOR TRANSMISSION CORPORATION**

By: John A. Crable  
Name: John A. Crable  
Title: Vice President

State of Michigan    )  
                                  )       ss.:  
County of Oakland    )

On this 6<sup>th</sup> day of April, 2004, before me personally appeared Richard Martello, President of ZF Meritor LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Brenda K. Sheldon  
Notary Public

BRENDA K. SHELDON  
Notary Public, Oakland County, Michigan  
My Commission Expires April 3, 2007

State of Michigan    )  
                                  )       ss.:  
County of Oakland    )

On this 6<sup>th</sup> day of April, 2004, before me personally appeared John A. Crable, Vice President of Meritor Transmission Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Brenda K. Sheldon  
Notary Public

BRENDA K. SHELDON  
Notary Public, Oakland County, Michigan  
My Commission Expires April 3, 2007