

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ArvinMeritor, Inc.		08/23/2006	CORPORATION: INDIANA

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, National Association, for itself and as Administrative Agent for the Lenders
Street Address:	1111 Fannin, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	0929979	ASP
Registration Number:	0924198	ASP
Registration Number:	0951539	AWARE
Registration Number:	1130673	BENDAFIT
Registration Number:	1191641	EXOSTAR
Registration Number:	2459773	RYDE FX
Registration Number:	2579892	SLIDE
Registration Number:	1636019	A

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
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 Phone: 214-981-3483  
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CH \$215.00 0929979

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ATTORNEY DOCKET NUMBER:	36084-33470
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/29/2006

Total Attachments: 4  
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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of August 23, 2006 by and from ARVINMERITOR, INC., an Indiana corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, ArvinMeritor, Inc. (the "Company") (together with certain Subsidiaries of the Company from time to time parties thereto as borrowers and the Lenders) and Grantee have entered into a Credit Agreement dated June 23, 2006 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Company, has guaranteed the repayment of the Secured Obligations pursuant to a Pledge and Security Agreement dated June 23, 2006 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, the Company, the Grantor and certain Subsidiaries of the Company have entered into a Trademark Security Agreement dated June 23, 2006 (as may be amended, restated, supplemented or otherwise modified from time to time, the ("Trademark Security Agreement")

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Trademark Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Trademark Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Trademark Security Agreement, the provisions of the Trademark Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

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Confirmatory Grant of Security Interest  
ArvinMeritor, Inc. /  
JPMorgan Chase Bank, National Association

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

ARVINMERITOR, INC.

By: Mary A. Lehmann

Name: Mary A. Lehmann

Title: Vice President and Treasurer

STATE OF MICHIGAN        )  
OAKLAND COUNTY         )

Mary A. Lehmann, known to me to be the Vice President and Treasurer of ArvinMeritor, Inc., personally came before me this 23rd day of August, 2006, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Trademarks on behalf of ArvinMeritor, Inc. and pursuant authority duly received.

(SEAL)

Wendy Sophia Lauzano-Hertz  
Notary Public, State of Michigan  
My Commission Expires: 2/23/07

WENDY SOPHIA LAUZANO-HERTZ  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Feb 23, 2007

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Reg. No./ Serial No.	Issue Date
ASP	929979	2/29/1972
ASP LOGO	924198	11/23/1971
AWARE & DESIGN	951539	1/23/1973
BENDAFIT	1130673	2/12/1980
EXOSTAR	1191641	3/9/1982
RYDE FX	2459773	6/12/2001
SLIDE	2579892	6/11/2002
STYLIZED A DESIGN CLASS 9	1636019	2/26/1991

Exhibit A

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RECORDED: 08/29/2006

TRADEMARK  
REEL: 003379 FRAME: 0359