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
Arvin Technologies, Inc.		08/23/2006	CORPORATION: MICHIGAN

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: 7

Property Type	Number	Word Mark
Registration Number:	2809547	AIR2AIR
Registration Number:	2654843	NOVA3
Registration Number:	3002246	PRO SERIES
Registration Number:	1613257	A
Registration Number:	2306957	
Registration Number:	2598887	THE BEST JUST GOT BETTER
Registration Number:	2646581	THE ONE THAT WORKS

CH $190.00 2809547

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2:	717 N. Harwood St., Suite 3400
Address Line 4:	Dallas, TEXAS 75201

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 ARVIN TECHNOLOGIES, INC., a Michigan 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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TRADEMARK
REEL: 003379 FRAME: 0579

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

ARVIN TECHNOLOGIES, 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 Arvin Technologies, 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 Arvin Technologies, 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
AIR2AIR	2809547	1/27/2004
NOVA3	2654843	11/26/2002
PRO SERIES*	3002246	9/27/2005
STYLIZED A DESIGN	1613257	9/11/1990
STYLIZED A DESIGN	2306957	1/11/2000
THE BEST JUST GOT BETTER	2598887	7/23/2002
THE ONE THAT WORKS	2646581	11/5/2002

*In the name of Arvin Technology, Inc.