

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Meritor Heavy Vehicle Systems, LLC		08/23/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	0686841	HOLDMASTER
Registration Number:	0687137	STOPMASTER
Registration Number:	0695265	TORSION-FLOW
Registration Number:	0961418	TRACTION EQUALIZER
Registration Number:	0975377	CAM-MASTER
Registration Number:	1183678	DURA-DISC
Registration Number:	1245226	DURA-MASTER
Registration Number:	1434623	PAYMASTER
Registration Number:	1937274	SHIFT-N-CRUISE
Registration Number:	2067397	IEI
Registration Number:	2216801	
Registration Number:	2513485	

**CH \$315.00 0686841**

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 MERITOR HEAVY VEHICLE SYSTEMS, LLC, a Delaware limited liability company (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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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

MERITOR HEAVY VEHICLE SYSTEMS, LLC

By: Mary A. Lehmann

Name: Mary A. Lehmann

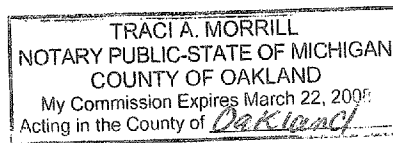
Title: Vice President and Treasurer

STATE OF MICHIGAN            )  
OAKLAND COUNTY            )

Mary A. Lehmann, known to me to be the Vice President and Treasurer of Meritor Heavy Vehicle Systems, LLC, 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 Meritor Heavy Vehicle Systems, LLC and pursuant authority duly received.

(SEAL)

Traci A. Morrill  
Notary Public, State of Michigan  
My Commission Expires: 3/22/2008



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

Mark	Reg. No./ Serial No.	Issue Date
HOLDMASTER	686841/72068436	10/20/1959
STOPMASTER	687137/72068432	10/27/1959
TORSION-FLOW	695265/72068435	03/29/1960
TRACTION EQUALIZER	961418/72412583	06/19/1973
CAM-MASTER	975377/72407962	12/25/1973
DURA-DISC	1183678/73278038	12/29/1981
DURA-MASTER	1245226/73381254	07/12/1983
PAYMASTER	1434623/73570346	03/31/1987
SHIFT-N-CRUISE	1937274/74613699	11/21/1995
IEI	2067397/74365578	06/03/1997
Unnamed. (Description of Mark: The mark consists of the color yellow as applied to the labels affixed to the goods' packaging. The dotted outline of the label is intended to show the position of the mark and is not a part of the mark.)	2216801/74696826	01/12/1999
Unnamed. (Description of Mark: The mark consists of the color yellow as applied to the boxes in which the goods are packaged. The dotted outline of the box is intended to show the position of the mark and is not a part of the mark.)	2513485/74708223	11/27/2001

Exhibit A