

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
Meritor Technology, Inc.		08/23/2006	CORPORATION: DELAWARE
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: 14			
Property Type	Number	Word Mark	
Registration Number:	0739986	ARVIN	
Registration Number:	1097368	ARVIN	
Serial Number:	76975717	ARVINMERITOR	
Serial Number:	76025457	ARVINMERITOR	
Registration Number:	2925659	ARVINMERITOR	
Serial Number:	76975728	ARVINMERITOR	
Serial Number:	76072668	ARVINMERITOR	
Registration Number:	2385409		
Registration Number:	2324794	MERITOR	
Registration Number:	2324804	MERITOR	
Registration Number:	0890492		
Registration Number:	1031327		
Registration Number:	0906523		

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TRADEMARK
REEL: 003380 FRAME: 0243

Registration Number:	2428410	WE WORK FOR YOU
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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
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NAME OF SUBMITTER:	Dusan Clark
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Signature:	/Dusan Clark/
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Date:	08/29/2006
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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 TECHNOLOGY, INC., a Delaware 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.

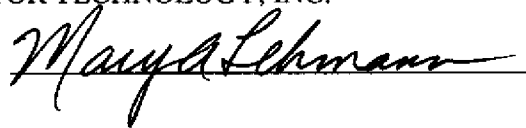
(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification 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.

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

MERITOR TECHNOLOGY, INC.

By:



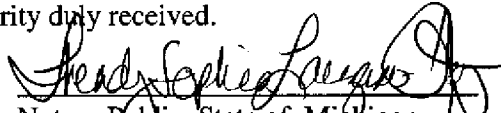
Name: Mary A. Lehmann

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 Technology, 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 Meritor Technology, Inc. and pursuant authority duly received.

(SEAL)


Notary Public, State of Michigan
My Commission Expires: 9/23/07

WENDY SOPHIA LAIZANO-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
ARVIN	0739986	10/30/1962
ARVIN	1097368	7/25/1978
ARVIN & STYLIZED A DESIGN	0739986	10/30/1962
ARVINMERITOR	76/975,717	4/11/2000
ARVINMERITOR	76/025,457	4/11/2000
ARVINMERITOR	2925659	2/8/2005
ARVINMERITOR	76/975,728	6/13/2000
ARVINMERITOR	76/072,668	6/13/2000
BULL DESIGN	2385409	9/12/2000
MERITOR	2324794	2/29/2000
MERITOR & DESIGN	2324804	2/29/2000
ROCKWALL LOGO DESIGN	890492	5/7/1970
ROCKWALL LOGO DESIGN	1031327	1/27/1976
ROCKWALL LOGO DESIGN	906523	1/26/1971
WE WORK FOR YOU	2428410	2/13/2001

Exhibit A

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RECORDED: 08/29/2006

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