

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eaton Corporation		12/31/2008	CORPORATION: OHIO
Eaton MDH Company, Inc.		12/31/2008	CORPORATION: DELAWARE
Eaton Vorad Technologies, L.L.C.		12/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bendix Commercial Vehicle Systems LLC
Street Address:	901 Cleveland Street
City:	Elyria
State/Country:	OHIO
Postal Code:	44035
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3060883	ALWAYS ALERT
Registration Number:	3018614	BACKSPOTTER
Registration Number:	3490109	BLINDSPOTTER
Registration Number:	1972159	SMARTCRUISE
Registration Number:	1833130	VORAD

CORRESPONDENCE DATA

Fax Number: (216)592-5009
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2166963340
 Email: trademarks@tuckerellis.com
 Correspondent Name: Tucker Ellis & West LLP
 Address Line 1: 925 Euclid Avenue
 Address Line 2: 1150 Huntington Building
 Address Line 4: Cleveland, OHIO 44115

TRADEMARK

OP \$140.00 3060883

ATTORNEY DOCKET NUMBER:	077562/021435
NAME OF SUBMITTER:	John X. Garred
Signature:	/John X. Garred/
Date:	01/08/2009

Total Attachments: 9

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source=D60_77562-00007_20090104_120859#page6.tif
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PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (the "**Agreement**") dated as of December 31, 2008 (the "**Effective Date**") is entered into by and among EATON CORPORATION ("**Eaton**"), EATON MDH COMPANY, INC. ("**Eaton MDH**"), and EATON VORAD TECHNOLOGIES, L.L.C. ("**EVT**") (Eaton, Eaton MDH and EVT are, collectively, the "**Sellers**") and BENDIX COMMERCIAL VEHICLE SYSTEMS LLC ("**Buyer**").

A. Sellers are each the owners and registrants of certain trademarks listed in Schedule A hereto (the "**Trademarks**") as shown by the records of the respective States or Countries listed in Schedule A hereto (the "**Registrars**").

B. Sellers are each the owners of the issued patents and pending patent applications listed on Schedule B hereto, of any Letters Patent(s) therefor, and in any reissue, extensions, renewals, reexaminations of such applications or Letters Patent(s), and in any divisional, continuing, continuation, and continuation-in-part applications thereof, to the full end of the term or terms for which such Letters Patent(s) issue (the "**Patents**") as shown by the records of the respective States or Countries listed in Schedule B hereto (the "**Patent Registrars**").

C. The parties hereto have entered into a certain asset purchase agreement made effective as and from the Effective Date (the "**Asset Purchase Agreement**") between Buyer and Sellers.

D. The Sellers have agreed to assign the Trademarks and Patents to Buyer.

NOW THEREFORE, in consideration of the premises and the covenants, agreements, and warranties herein set out and provided for and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties hereto covenant and agree as follows:

1. Assignment. The Sellers hereby transfer, sell, grant, convey, assign, and set over unto Buyer all of their right, title, benefit, and interest in and to the Trademarks and the Patents, together with the goodwill of the business symbolized by such Trademarks, with full power and authority to exercise and enforce any right in respect of the Trademarks and Patents, including but not limited to all trademark rights, patent rights, goodwill, or other intellectual property rights therein or relating thereto and including all causes of action, rights of recovery, and claims for damage or other relief relating, referring, or pertaining to any of the foregoing (collectively, the "**Assets**").

2. Delivery. The Sellers shall transfer or shall cause to be transferred to Buyer or its legal representatives all original books and records relating to the Assets, including all related application and registration files, documents, passwords, and user identification numbers.

3. Fees. The Buyer shall be responsible for payment to the Registrars and Patent Registrars of fees payable in respect of the transfer of the Trademarks and Patents to Buyer.

4. Further Assurances. The Sellers shall from time to time execute and deliver all such further documents and instruments and do all acts and things as Buyer may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.



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5. Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Ohio and each party irrevocably agrees that the courts of the State of Ohio shall have exclusive jurisdiction with respect to any matter arising out of or in connection with this Agreement.

6. Enurement. This Agreement shall enure to the benefit of Buyer and its successors and assigns.

7. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

8. Counterparts. This Agreement may be executed in any number of counterparts and may be delivered by facsimile or in PDF format and attached to email, in each case with confirmation of transmission. Each counterpart will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

9. Amendments. This Agreement may not be amended except by written agreement between the Sellers and Buyer.

IN WITNESS WHEREOF the Sellers and Buyer have executed this Agreement as of the Effective Date.

EATON CORPORATION

By: Anita Miller
Name: Anita Miller
Title: Authorized Representative
By: Mary Elizabeth Huber
Name: M. Elizabeth Huber
Title: Authorized Representative

EATON MDH COMPANY, INC.

By: Anita Miller
Name: Anita Miller
Title: Authorized Representative
By: Mary Elizabeth Huber
Name: M. Elizabeth Huber
Title: Authorized Representative

EATON VORAD TECHNOLOGIES, L.L.C.

By: Anita Miller

Name: Anita Miller

Title: Authorized Representative

By: Mary Elizabeth Huber

Name: M. Elizabeth Huber

Title: Authorized Representative

**BENDIX COMMERCIAL VEHICLE SYSTEMS
LLC**

By: _____

Name: Joseph J. McAleese

Title: President & CEO



EATON VORAD TECHNOLOGIES, L.L.C.

By: _____


Name: Anita Miller
Title: Authorized Representative

By: _____

Name: M. Elizabeth Huber
Title: Authorized Representative

**BENDIX COMMERCIAL VEHICLE SYSTEMS
LLC**

By: _____


Name: Joseph J. McAleese
Title: President & CEO

SCHEDULE A
TRADEMARKS

<u>Mark Name</u>	<u>Country Where Filed</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application</u>
ALWAYS ALERT	United States	2/21/2006	3060883
BACKSPOTTER	Canada	3/27/2007	684731
BACKSPOTTER	Mexico	3/24/2004	826289
BACKSPOTTER	United States	11/22/2005	3018614
BLINDSPOTTER	Canada	2/4/2004	1201547
BLINDSPOTTER	Mexico	3/24/2004	826288
BLINDSPOTTER	United States	8/19/2008	3490109
SmartCruise	Australia	9/21/1998	773669
SmartCruise	Brazil	12/19/2006	820932086
SmartCruise	Canada	12/11/2000	538500
SmartCruise	Community Trademark	4/18/2000	970657
SmartCruise	Mexico	10/26/1998	593634
SmartCruise (Fanciful)	United States	5/7/2006	1972159
VORAD	Australia	9/9/1999	A586226
VORAD	Brazil	10/4/2004	817014543
VORAD	Canada	4/15/1994	426225
VORAD	France	9/9/2002	92433241
VORAD	Germany	4/6/1994	2061465
VORAD	Great Britain	4/5/1994	1512535
VORAD	Italy	5/5/1995	649912
VORAD	Japan	6/30/2005	3056522
VORAD	Mexico	1/10/2004	461774
VORAD	United States	4/26/2004	1833130

AM

[Signature]

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REEL: 003915 FRAME: 0209

SCHEDULE B

PATENTS

<u>Patent No. or Application No.</u>	<u>States/ Countries</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Title</u>
4916450 Expired 5/12/08	United States	5/12/1988	4/10/1990	RADAR SYSTEM FOR HEADWAY CONTROL OF A VEHICLE
5285207	United States	2/22/1991	2/8/1994	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
668874	Australia	5/4/1992	9/17/1996	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
693035	Australia	8/22/1996	11/5/1998	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
PI9205972-4	Brazil	5/4/1992	9/5/2000	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
2102101	Canada	5/4/1992	5/2/2000	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
EP0583418	France	5/4/1992	8/28/2002	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
69232751.7	Germany	5/4/1992	8/28/2002	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
EP0583418	Great Britain	5/4/1992	8/28/2002	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
EP0583418	Italy	5/4/1992	8/28/2002	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
3203600	Japan	5/4/1992	6/29/2001	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
EP0583418	Netherlands	5/4/1992	8/28/2002	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
EP0583418	Sweden	5/4/1992	8/28/2002	MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
5189426	United States	9/6/1991	2/23/1993	DOPPLER FREQUENCY SPECTRUM DE-EMPHASIS FOR AUTOMOTIVE COLLISION AVOIDANCE RADAR SYSTEM
5181038	United States	8/16/1991	1/19/1993	TARGET PERSISTENCE FILTER FOR MULTI-FREQUENCY AUTOMOTIVE RADAR SYSTEM
5280288	United States	8/14/1992	1/18/1994	INTERFERENCE AVOIDANCE SYSTEM FOR VEHICULAR RADAR SYSTEM
673378	Australia	8/9/1993	2/26/1997	INTERFERENCE AVOIDANCE SYSTEM FOR VEHICULAR RADAR SYSTEM
PI9306887-5	Brazil	8/9/1993	5/2/2000	INTERFERENCE AVOIDANCE SYSTEM FOR VEHICULAR RADAR SYSTEM
2141548	Canada	8/9/1993	9/21/1999	INTERFERENCE AVOIDANCE SYSTEM FOR VEHICULAR RADAR SYSTEM
EP0655139	France	8/9/1993	11/8/2000	INTERFERENCE AVOIDANCE SYSTEM FOR VEHICULAR RADAR SYSTEM
69329653.4	Germany	8/9/1993	11/8/2000	INTERFERENCE AVOIDANCE SYSTEM FOR VEHICULAR RADAR SYSTEM

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<u>Patent No. or Application No.</u>	<u>States/Countries</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Title</u>
EP0655139	Great Britain	8/9/1993	11/8/2000	INTERFERENCE AVOIDANCE SYSTEM FOR VEHICULAR RADAR SYSTEM
3076177	Japan	8/11/1993	6/9/2000	INTERFERENCE AVOIDANCE SYSTEM FOR VEHICULAR RADAR SYSTEM
182784	Mexico	8/13/1993	9/27/1996	INTERFERENCE AVOIDANCE SYSTEM FOR VEHICULAR RADAR SYSTEM
EP0655139	Sweden	8/9/1993	11/8/2000	INTERFERENCE AVOIDANCE SYSTEM FOR VEHICULAR RADAR SYSTEM
5302956	United States	8/14/1992	4/12/1994	MULTI-FREQUENCY, MULTI-TARGET AUTOMOTIVE RADAR SYSTEM USING DIGITAL SIGNAL PROCESSING
5325096	United States	8/25/1993	6/28/1994	SMART BLIND SPOT SENSOR
RE36819	United States	6/11/1996	8/15/2000	MONOPULSE AZIMUTH RADAR SYSTEM FOR AUTOMOTIVE VEHICLE TRACKING
426928	South Korea	6/19/1996	3/31/2004	TARGET PREDICTION AND COLLISION WARNING SYSTEM
5517196	United States	6/28/1994	5/14/1996	SMART BLIND SPOT SENSOR WITH OBJECT RANGING
5510794	United States	1/21/1994	4/23/1996	VEHICULAR RADAR WAYSIDE TRANSPONDER
RE36470	United States	7/18/1997	12/28/1999	AUTONOMOUS CRUISE CONTROL SYSTEM AND METHOD FOR INTELLIGENT CRUISE CONTROL USING STANDARD ENGINE CONTROL MODES
5839534	United States	3/1/1995	11/24/1998	SYSTEM AND METHOD FOR INTELLIGENT CRUISE CONTROL USING STANDARD ENGINE CONTROL MODES
3871728	Japan	2/29/1996	10/27/2006	SYSTEM AND METHOD FOR INTELLIGENT CRUISE CONTROL USING STANDARD ENGINE CONTROL MODES
420818	South Korea	2/29/1996	2/18/2004	SYSTEM AND METHOD FOR INTELLIGENT CRUISE CONTROL USING STANDARD ENGINE CONTROL MODES
202534	Mexico	3/1/1996	6/21/2001	SYSTEM AND METHOD FOR INTELLIGENT CRUISE CONTROL USING STANDARD ENGINE CONTROL MODES
6076622	United States	4/22/1998	6/20/2000	SYSTEM AND METHOD FOR INTELLIGENT CRUISE CONTROL USING STANDARD ENGINE CONTROL MODES
233772	Mexico	3/1/1996	1/13/2006	SYSTEM AND METHOD FOR INTELLIGENT CRUISE CONTROL USING STANDARD ENGINE CONTROL MODES
5659304	United States	3/1/1995	8/19/1997	SYSTEM AND METHOD FOR COLLISION WARNING BASED ON DYNAMIC DECELERATION CAPABILITIES USING PREDICTED ROAD LOAD
6429806	United States	2/16/2001	8/6/2002	COMPLEX HOMODYNED FSK DIPLEX RADAR
6236352	United States	10/28/1999	5/22/2001	HETERODYNED DOUBLE SIDEBAND DIPLEX RADAR
6121916	United States	7/16/1999	9/19/2000	METHOD AND APPARATUS FOR RECOGNIZING STATIONARY OBJECTS WITH AMOVING SIDE-LOOKING RADAR

<u>Patent No. or Application No.</u>	<u>States/ Countries</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Title</u>
5959569	United States	10/9/1997	9/28/1999	METHOD AND APPARATUS FOR IN-PATH TARGET DETERMINATION FOR AN AUTOMOTIVE VEHICLE USING A GYROSCOPIC DEVICE
743214	Australia	10/7/1998	5/9/2002	METHOD AND APPARATUS FOR IN-PATH TARGET DETERMINATION FOR AN AUTOMOTIVE VEHICLE USING A GYROSCOPIC DEVICE
PI9812891-4	Brazil (Pending)	10/7/1998		METHOD AND APPARATUS FOR IN-PATH TARGET DETERMINATION FOR AN AUTOMOTIVE VEHICLE USING A GYROSCOPIC DEVICE
2304586	Canada	10/7/1998	12/6/2005	METHOD AND APPARATUS FOR IN-PATH TARGET DETERMINATION FOR AN AUTOMOTIVE VEHICLE USING A GYROSCOPIC DEVICE
516242/2000	Japan (Pending)	10/7/1998		METHOD AND APPARATUS FOR IN-PATH TARGET DETERMINATION FOR AN AUTOMOTIVE VEHICLE USING A GYROSCOPIC DEVICE
221613	Mexico	10/7/1998	7/22/2004	METHOD AND APPARATUS FOR IN-PATH TARGET DETERMINATION FOR AN AUTOMOTIVE VEHICLE USING A GYROSCOPIC DEVICE
989209	South Africa	10/8/1998	6/30/1999	METHOD AND APPARATUS FOR IN-PATH TARGET DETERMINATION FOR AN AUTOMOTIVE VEHICLE USING A GYROSCOPIC DEVICE
6127965	United States	7/23/1998	10/3/2000	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
751079	Australia	7/7/1999	11/21/2002	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
PI9903338-0	Brazil (Pending)	7/21/1999		METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
2276975	Canada	7/6/1999	3/22/2005	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
99110647.4	China	7/23/1999	9/30/2005	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
EP0974851	France	7/22/1999	5/11/2005	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
69925203.2	Germany	7/22/1999	5/11/2005	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
EP0974851	Great Britain	7/22/1999	5/11/2005	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM

<u>Patent No. or Application No.</u>	<u>States/Countries</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Title</u>
EP0974851	Italy	7/22/1999	5/11/2005	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
208922/99	Japan (Pending)	7/23/1999		METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
674733	South Korea	7/22/1999	1/19/2007	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
212636	Mexico	7/22/1999	1/23/2003	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
EP0974851	Netherlands	7/22/1999	5/11/2005	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
EP0974851	Spain	7/22/1999	5/11/2005	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
EP0974851	Sweden	7/22/1999	5/11/2005	METHOD AND APPARATUS FOR REJECTING RAIN CLUTTER IN A RADAR SYSTEM
5977906	United States	9/24/1998	11/2/1999	METHOD AND APPARATUS FOR CALIBRATING AZIMUTH BORESIGHT IN A RADAR SYSTEM
abandoned	Europe (Pending)	1/1/2006		METHOD AND APPARATUS FOR CALIBRATING AZIMUTH BORESIGHT IN A RADAR SYSTEM
271234/99	Japan (Pending)	9/24/1999		METHOD AND APPARATUS FOR CALIBRATING AZIMUTH BORESIGHT IN A RADAR SYSTEM
6121919	United States	7/23/1999	9/19/2000	METHOD AND APPARATUS FOR RANGE CORRECTION IN A RADAR SYSTEM
951791.3	Europe (Pending)	7/12/2000		METHOD AND APPARATUS FOR RANGE CORRECTION IN A RADAR SYSTEM
6317076	United States	9/12/2000	11/13/2001	METHOD AND APPARATUS FOR RANGE CORRECTION IN A RADAR SYSTEM
11/574,950 (3/8/2007)	United States (Pending)	3/8/2007		ADAPTIVE CRUISE CONTROL FOR HEAVY-DUTY VEHICLES
2006300775	Australia (Pending)	10/6/2006		ADAPTIVE CRUISE CONTROL FOR HEAVY-DUTY VEHICLES
200680036573.3	China (Pending)	10/6/2006		ADAPTIVE CRUISE CONTROL FOR HEAVY-DUTY VEHICLES
6809532.2	Europe (Pending)	10/7/2006		ADAPTIVE CRUISE CONTROL FOR HEAVY-DUTY VEHICLES
PCT/IB06/053679	India (Pending)	10/7/2006		ADAPTIVE CRUISE CONTROL FOR HEAVY-DUTY VEHICLES
2008/534141	Japan (Pending)	10/7/2006		ADAPTIVE CRUISE CONTROL FOR HEAVY-DUTY VEHICLES
2008/7008155	South Korea (Pending)	10/7/2006		ADAPTIVE CRUISE CONTROL FOR HEAVY-DUTY VEHICLES