

11-16-2000



101517689

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 11.6.00

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

11/16/2000 MTHALL 0000004E 040050 1930795

01 FC:48J 00.00 CH

02 FC:48E 25.00 CH

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002176 FRAME: 0040

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1930795"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1932632"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

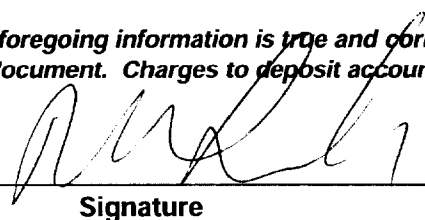
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

Robert M. Leonardi  
Name of Person Signing

  
Signature

11/1/00  
Date Signed

I certify that this  
(and the 9 pages following)  
is a true copy of the document  
of which it purports to be a copy.

*Kellee Sellen*  
30/8/00

*KILLECH NANETTE SMITH  
Blake Dawson Waldron  
101 Collins Street, Melbourne Vic. 3000  
A natural person who is a  
current practitioner within the  
meaning of the Legal Practice Act, 1972*

**BTR ENGINEERING (AUSTRALIA) LIMITED**

**AND**

**SPICER AXLE AUSTRALIA PTY LTD**

**AND**

**SPICER AXLE STRUCTURAL COMPONENTS AUSTRALIA PTY LTD**

**AND**

**DANA CORPORATION**

**INTELLECTUAL PROPERTY DEED OF ASSIGNMENT**

**MINTER ELLISON**  
Lawyers  
Rialto Towers  
525 Collins Street  
MELBOURNE VIC 3000  
DX 204 MELBOURNE  
Telephone (03) 9229 2000  
Facsimile (03) 9229 2666

**TRADEMARK**  
**REEL: 002176 FRAME: 0042**

# CONTENTS

1.	DEFINITIONS	1
2.	ASSIGNMENT	2
3.	COMPLETION	2
4.	BTR'S WARRANTIES AND OBLIGATIONS	3
5.	COSTS	3
6.	TRANSFER OF RIGHTS	3
7.	GOVERNING LAW AND JURISDICTION	3
8.	FURTHER ACTION	4
9.	INCONSISTENCY	4
Schedule		
1.	PATENTS AND TRADE MARKS	5

# INTELLECTUAL PROPERTY DEED OF ASSIGNMENT

DEED dated 7 JULY 2000

**BETWEEN BTR ENGINEERING (AUSTRALIA) LIMITED** ACN 000 019 536  
of Level 3, 390 St Kilda Road, Melbourne in the State of Victoria (**'BTR'**)

**AND SPICER AXLE AUSTRALIA PTY LTD** (formerly Dana Spicer Axle Australia Pty Ltd) ACN 004 256 982 of 39 – 45 Wedgewood Road, Hallam in the State of Victoria  
(**'Spicer Axle'**)

**AND SPICER AXLE STRUCTURAL COMPONENTS AUSTRALIA PTY LTD**  
(formerly Dana Structural Components Australia Pty Ltd) ACN 001 607 852 of 39 – 45 Wedgewood Road, Hallam in the State of Victoria (**'Spicer Components'**)

**AND DANA CORPORATION**, a company incorporated under the laws of the Commonwealth of Virginia, United States of America (**'Dana'**)

## RECITALS

- A BTR is the owner of the Patents, the Trade Marks and the Other Intellectual Property.
- B By the Asset and Share Purchase Agreement, BTR has agreed to assign the Patents, the Trade Marks and the Other Intellectual Property to Spicer Axle and Spicer Components.
- C BTR, Spicer Axle, Spicer Components and Dana have agreed that the Patents, the Trade Marks and the Other Intellectual Property should be assigned to Dana directly.
- D This Deed confirms:
- (i) the assignment of the Patents, the Trade Marks and the Other Intellectual Property from BTR to Dana; and
  - (ii) the agreement between BTR, Spicer Axle, Spicer Components and Dana that Dana should be the assignee of the Patents, the Trade Marks and the Other Intellectual Property.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS

In this Deed:

**'Asset and Share Purchase Agreement'** means the Asset and Share Purchase Agreement between Dana Corporation, Dana Spicer Axle Australia Pty Ltd, Dana Australia Pty Ltd, Dana Structural Components Australia Pty Ltd, BTR Engineering (Australia) Ltd, BTR European Holdings BV, BTR Engineering Pte Ltd and Invensys plc dated 12 February 2000, as amended by the settlement agreement between the parties dated 5 July 2000;

**'Australian Business'** has the same meaning as under the Asset and Share Purchase Agreement;

'Closing Time' has the same meaning as under the Asset and Share Purchase Agreement;

'Other Intellectual Property' means, to the extent assignable, trade names, unregistered trade marks, unregistered patents, copyrights, trade secrets, technical information, manufacturing processes and techniques, designs, drawings, service marks, service names, inventions and any proprietary information or know-how owned by BTR and used by BTR in its conduct of the Australian Business as at the Closing Time, but excludes any right, property or asset which falls within the meaning of the term 'Retained Assets' as defined in the Asset and Share Purchase Agreement;

'Patents' means all registered patents used by BTR in the conduct of the Australian Business including but not limited to the registered patents identified in Appendix O of the Asset and Share Purchase Agreement which is Schedule 1 to this Deed (but excluding those which fall within the meaning of the term 'Retained Assets' as defined in the Asset and Share Purchase Agreement); and

'Trade Marks' means all registered trade marks used by BTR in the conduct of the Australian Business including but not limited to the registered trade marks identified in Appendix O of the Asset and Share Purchase Agreement which is Schedule 1 to this Deed (but excluding those which fall within the meaning of the term 'Retained Assets' as defined in the Asset and Share Purchase Agreement).

## 2. ASSIGNMENT

In consideration of the sum of AUD\$1 now paid by Dana to BTR, receipt of which BTR acknowledges, BTR assigns with effect from the Closing Time to Dana its entire right, title and interest in:

- (a) the Patents;
- (b) the Trade Marks, together with the goodwill of BTR's business in which the Trade Marks have been used; and
- (c) the Other Intellectual Property;

including the right to take action for any infringement of the Patents, the Trade Marks or the Other Intellectual Property which has taken place prior to the Closing Time.

## 3. COMPLETION

BTR agrees:

- (a) at Dana's request, to do all such things and execute all such documents (at BTR's cost) as may be necessary to enable Dana to become registered as the proprietor of the Patents, the Trade Marks and the Other Intellectual Property;
- (b) as soon as practicable after the date of this Deed (but no later than 14 days after the date of this Deed), to deliver the original Certificates of Registration in relation to the Patents, the Trade Marks and any registered Other Intellectual Property rights to Dana;
- (c) as soon as practicable after the date of this Deed (but no later than 14 days after the date of this Deed), to provide Dana with a copy of all pending applications

for registration of any Other Intellectual Property and all examination reports and official documentation which has issued in relation to the applications; and

- (d) if BTR fails or is unable to deliver the items required by paragraphs (b) and (c) within 14 days after the date of this Deed, it will indemnify Dana for all reasonable costs incurred by Dana in obtaining replacement certificates or obtaining information concerning pending applications.

#### **4. BTR'S WARRANTIES AND OBLIGATIONS**

BTR warrants and agrees that:

- (a) whenever reasonably requested by Dana, it will provide to Dana all evidence of use of the Patents, the Trade Marks and the Other Intellectual Property which may be reasonably required by Dana;
- (b) it will not use, or authorise any other person to use, any of the Patents, the Trade Marks or the Other Intellectual Property, or any mark which is substantially identical or deceptively similar to them, after the Closing Time on any goods or in relation to any services which are similar to or competitive with the goods or services of the Australian Business without Dana's prior written consent;
- (c) after the Closing Time, BTR will not, and will not assist any third party to, challenge or object to any pending registration of the Other Intellectual Property;
- (d) if any person challenges the validity, ownership or registration of the Patents, the Trade Marks or the Other Intellectual Property, BTR will supply such information as Dana may reasonably require to resist or defend the challenge; and
- (e) it has not granted licences of, or other user rights over, or otherwise authorised the use of, any of the Patents, the Trade Marks or the Other Intellectual Property and has not allowed anyone else to do so, and is not aware that anyone else has done so.

#### **5. COSTS**

5.1 Subject to clause 5.2, each party must bear its own costs in connection with the preparation, execution and carrying into effect of this Deed.

5.2 Dana will bear:

- (a) the costs associated with recordal of the assignment of the Patents and Trade Marks, and
- (b) subject to clause 13.3 of the Asset and Share Purchase Agreement, any stamp duty, fees or taxes payable in connection with these assignments.

#### **6. TRANSFER OF RIGHTS**

Neither party may assign this Deed or any right under this Deed.

#### **7. GOVERNING LAW AND JURISDICTION**

7.1 This Deed is governed by the laws of Victoria, Australia.

7.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

**8. FURTHER ACTION**

Each party must use reasonable efforts to do all things necessary or desirable to give full effect to this Deed and the assignments under clause 2, including the execution of any documents necessary to facilitate recordal of those assignments.

**9. INCONSISTENCY**

Subject to the operation of clause 2 of this Deed, in the case of any inconsistency between the Asset and Share Purchase Agreement and this Deed, the Asset and Share Purchase Agreement shall prevail.



**SCHEDULE 1****PATENTS AND TRADE MARKS****Patents****1. Title: Limited Slip Differential Incorporating Bevel Pinions**

<b>Country</b>	<b>Number</b>	<b>Status</b>
Republic of Korea	248100	Granted
Australia	649135	Granted
Canada	2102612	Granted
Japan	2835652	Granted
Poland	169885	Granted
United States	5507702	Granted
China	92103466.0	Granted
Federal Republic of Germany	69217048.0-8	Granted
Italy	0583312	Granted
United Kingdom	0583312	Granted
France	0583312	Granted

**2. Title: Hydraulic Slider Coupling**

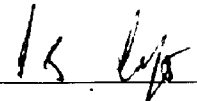
<b>Country</b>	<b>Number</b>	<b>Status</b>
Japan	4-509470	Pending
Republic of Korea	93-703364	Pending
Australia	649541	Granted
Poland	170057	Granted
United States	5598911	Granted
Canada	2102611	Granted
United Kingdom	0583336	Granted
Germany	69218191.1-08	Granted
France	0583336	Granted
Italy	0583336	Granted
China	92104300.7	Granted

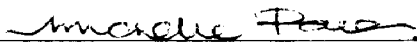
## Trade Marks

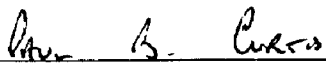
Mark	Number	Status	Country
AUSTORQ	612469	Registered	Australia
AUSTORQ	1812258	Registered	Spain
AUSTORQ	94513094	Registered	France
AUSTORQ	1561921	Registered	United Kingdom
AUSTORQ	2907732	Registered	Germany
AUSTORQ	687016	Registered	Italy
AUSTORQ	319309	Registered	Korea
AUSTORQ	264125	Registered	Sweden
AUSTORQ	695538	Registered	Taiwan
AUSTORQ	1930795	Registered	United States
AUSTORQ	337436	Registered	Indonesia
AUSTORQ	3280185	Registered	Japan
HYDRATRAK	612471	Registered	Australia
HYDRATRAK	1812257	Registered	Spain
HYDRATRAK	94513095	Registered	France
HYDRATRAK	1562039	Registered	United Kingdom
HYDRATRAK	337774	Registered	Indonesia
HYDRATRAK	687017	Registered	Italy
HYDRATRAK	319310	Registered	Korea
HYDRATRAK	264126	Registered	Sweden
HYDRATRAK	695539	Registered	Taiwan
HYDRATRAK	1932632	Registered	United States
HYDRATRAK	3217751	Registered	Japan
GEARMAX	500066	Registered	Australia

**EXECUTED** as a Deed

**SIGNED, SEALED** and **DELIVERED** for  
**BTR ENGINEERING (AUSTRALIA)**  
**LIMITED** ACN 000 019 536 under power  
of attorney in the presence of:

  
\_\_\_\_\_  
Signature of attorney

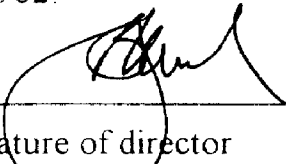
  
\_\_\_\_\_  
Signature of witness

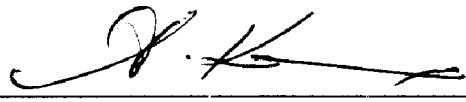
  
\_\_\_\_\_  
Name

Nichelle Power  
\_\_\_\_\_  
Name

3 December 1999  
\_\_\_\_\_  
Date of power of attorney

**EXECUTED** by **SPICER AXLE**  
**AUSTRALIA PTY LTD** (formerly Dana  
Spicer Axle Australia Pty Ltd) ACN 004  
256 982:

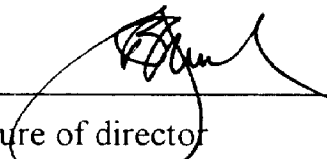
  
\_\_\_\_\_  
Signature of director

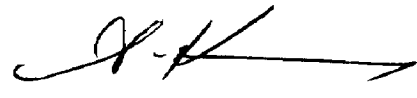
  
\_\_\_\_\_  
Signature of director/~~secretary~~

BARRY JOHN CLARK  
\_\_\_\_\_  
Name

ALETA HOPE KANE  
\_\_\_\_\_  
Name

**EXECUTED** by **SPICER AXLE**  
**STRUCTURAL COMPONENTS**  
**AUSTRALIA PTY LTD** (formerly Dana  
Structural Components Australia Pty Ltd)  
ACN 001 607 852:

  
\_\_\_\_\_  
Signature of director

  
\_\_\_\_\_  
Signature of director/~~secretary~~

BARRY JOHN CLARK  
\_\_\_\_\_  
Name

ALETA HOPE KANE  
\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for  
**DANA CORPORATION** under power of  
attorney in the presence of:

Melanie C Bateman

Signature of witness

Melanie Claire Bateman

Name



Signature of attorney

BARRY JOHN CURRAN

Name

30/6/00

Date of power of attorney