

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fabco Automotive Corporation		08/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Meritor Specialty Products LLC		
Street Address:	2135 West Maple Road		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87125870	HYDRO-TRACTION	
Serial Number:	85074646	FABCO	
Serial Number:	86843913	ISDS	
CORRESPONDENCE DATA			
Fax Number:	3134968454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3134967596		
Email:	basile@millercanfield.com, tate@millercanfield.com		
Correspondent Name:	Marjory G. Basile		
Address Line 1:	150 West Jefferson		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
NAME OF SUBMITTER:	Marjory G. Basile		
SIGNATURE:	/Marjory G. Basile/		
DATE SIGNED:	09/20/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment Agreement") shall be effective as of August 31, 2017 (the "Effective Date") by and among (i) Meritor Specialty Products LLC, a Delaware limited liability company ("Meritor LLC"), and Meritor GmbH, an Austrian limited company in foundation ("Meritor GmbH") and, together with Meritor LLC, each a "Assignee" and collectively "Assignees"; and (ii) Fabco Holdings, Inc., a Delaware corporation ("Fabco"), Fabco Automotive Corporation, a Delaware corporation ("Fabco Automotive"), R. Cushman & Associates, Inc., a Michigan corporation ("R. Cushman"), Fabco Acquisition GmbH, an Austrian limited company ("Fabco Acquisition") and GHM Transmission GmbH, an Austrian limited company ("GHM") and, together with Fabco, Fabco Automotive, R. Cushman, and Fabco Acquisition, each an "Assignor" and collectively "Assignors", pursuant to that Asset Purchase Agreement dated as of August 31, 2017 (the "Purchase Agreement"), by and among the Assignees and the Assignors and, solely for purposes of Section 10.17 thereof, Meritor Inc., an Indiana corporation. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WITNESSETH:

WHEREAS, this Assignment Agreement is subject to all of the terms and conditions set forth in the Purchase Agreement (which Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Purchase Agreement);

WHEREAS, each Assignor is the owner of certain intellectual property listed besides or above such Assignor's name in Appendix A;

WHEREAS, pursuant to that certain Purchase Agreement between Assignors and Assignees, each Assignor has agreed to assign and has assigned to Assignees all Company Intellectual Property, including the Company Intellectual Property set forth in Appendix A, along with any and all goodwill relating thereto (collectively, the "IP"); and

WHEREAS, Assignors and Assignees have agreed to enter into this Assignment Agreement as further evidence of Assignors' assignment of their rights in and to the IP pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. As of the Effective Date, each Assignor hereby sells, assigns, transfers, and conveys to Assignees and their successors, assigns, and nominees, such Assignor's entire right, title, and interest worldwide in and to the IP, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignees, their successors, assigns, and legal representatives.

2. Further Assurances. Each Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment Agreement, including but not limited to executing all necessary deeds,

agreements or other documents required at law to effect registration or recordation of the assignment of the IP listed in Appendix A in any jurisdiction. In addition, and without limiting the generality of the foregoing, each Assignor further agrees, at the request and expense of either Assignee or their successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid Assignees or their successors in interest in enforcing intellectual property rights in the IP.

3. Power of Attorney. Each Assignor hereby constitutes and appoints Assignees and their successors and assigns as such Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignees and their successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignees and their successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignees or their successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignees or their successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignors or by dissolution of the Assignors or in any manner or for any reason whatsoever.

4. Governing Law. This Assignment Agreement and any and all matters, disputes, or claims between the parties arising out of, relating to, or in accordance with its subject matter or formation (including any contractual disputes or claims), and whether purporting to be found in contract or tort or at law or in equity, shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. Any and all actions concerning any dispute arising hereunder shall be filed and maintained only in the Circuit Court of Oakland County, Michigan or federal District Court for the Eastern District of Michigan. The parties specifically consent and submit to the jurisdiction and venue of such state or federal court, and irrevocably waive any objections either may have based on improper venue or *forum non conveniens* to the conducting of any proceeding in any such court.

5. Counterpart and Facsimile Signatures. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

6. Amendments. This Assignment Agreement may not be modified, amended, rescinded, canceled, altered or supplemented, in whole or in part, except upon the execution and delivery of a written instrument duly executed by each of the parties hereto.

7. Severability. Any provision of this Assignment Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

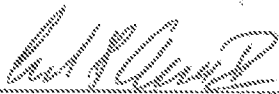
8. No Third Party Beneficiaries. Any agreement contained, expressed or implied in this Assignment Agreement shall be only for the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, and such agreements shall not inure to the benefit of any other Person, it being the intention of the parties hereto that no Person shall be deemed a third party beneficiary of this Assignment Agreement, except to the extent a third party is expressly given rights herein.

[Remainder of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

Assignees:

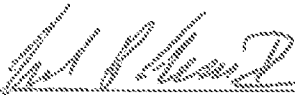
MERITOR SPECIALTY PRODUCTS LLC

By: 

Name: Carl D. Anderson II

Its: Vice President & Treasurer

MERITOR GMBH

By: 

Name: Carl D. Anderson II

Its: Director

Assignors:

FABCO HOLDINGS, INC.

By: [Signature]

Name: G. GARDNER

Its: C.E.O.

FABCO AUTOMOTIVE CORPORATION

By: [Signature]

Name: G. GARDNER

Its: C.E.O.

R. CUSHMAN & ASSOCIATES, INC.

By: [Signature]

Name: G. GARDNER

Its: C.E.O.

FABCO ACQUISITION GMBH

By: [Signature]

Name: G. GARDNER

Its: C.E.O.

GHM TRANSMISSION GMBH

By: _____

Name: _____

Its: _____

Assignors:

FABCO HOLDINGS, INC.

By: _____

Name: _____

Its: _____

FABCO AUTOMOTIVE CORPORATION

By: _____

Name: _____

Its: _____

R. CUSHMAN & ASSOCIATES, INC.

By: _____

Name: _____

Its: _____


FABCO ACQUISITION GMBH

By: _____

Name: _____

Its: _____

GHM TRANSMISSION GMBH

By:  _____

Name: WALTER HATTINGER

Its: CEO

Appendix A

A. Patents

U.S. Patent Application No. 15/339,474 was filed on October 31, 2016 and received a first office action on February 8, 2017. Fabco elected to not respond to the office action and allow the application to become abandoned. This application was abandoned on August 8, 2017 for failure to respond to the office action. The application may be revived, subject to various legal requirements and fees, for up to two years from the abandonment date.

B. Trademarks

Owner Name	Trademark	App. No.	Reg. No.	Registration Date	Country	Status	Action Description	Due Date
Fabco Automotive Corporation	HYDRO-TRACTION	87/125870			United States of America	Pending	Statement of Use 6-Mo EOT Due	2/12/2018
Fabco Automotive Corporation	ISDS	1758887			Canada	Pending	Registration Fee Payment Deadline	12/10/2018
Fabco Automotive Corporation	HYDRO-TRACTION	1794307			Canada	Pending	Advertised on 5/10/2017	
Fabco Automotive Corporation	FABCO	85/074646	3937210	3/29/2011	United States of America	Registered	Section 8 & 9 Renewal Deadline (Extendable)	3/29/2021
Fabco Automotive Corporation	ISDS	86/843313	5182637	4/11/2017	United States of America	Registered	Section 8 & 15 Deadline (Extendable)	4/11/2023
Fabco Automotive Corporation	FABCO	2015/44574	2015 44574	4/13/2015	Turkey	Registered	Renewal Deadline	5/31/2025
R. Cushman & Associates, Inc.	CUSHMAN	2015/44577	2015 44577	4/13/2015	Turkey	Registered	Renewal Deadline	5/31/2025
GHM Transmission GmbH	GHM	2015/44578	2015/44578	2/8/2016	Turkey	Registered	Renewal Deadline	5/31/2025
Fabco Automotive Corporation	ISDS	015412992	015412992	9/9/2016	European Union	Registered	Renewal Deadline	5/5/2026

C. Domain Names

www.fabcoautomotive.com
www.fabcoautomotive.net
www.fabcoautomotive.biz
www.fabcoautomotive.info
www.fabcoautomotive.org
www.ghm-transmission.at
www.ghm-engineering.at
www.ghm-production.at
www.ghm-transmission.com
www.ghm-transmission.eu