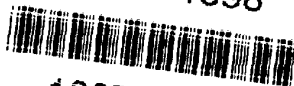


06-30-1998



100749937

marks:
/ thereof

6/16/98

1. Name of Conveying Party(ies):
Stuart G. Boyd
Harold G. Wolf, Jr.
Girma Gebreselassie
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: UT Automotive Dearborn, Inc
Internal Address: 5200 Auto Club Drive
Street Address: Same as Above
City: Dearborn State: Michigan Zip: 48126
Additional name(s) & address(es) attached: Yes No


3. Nature of conveyance:
 Assignment Merger
 Security Agt. Change of Name
 Other
Execution Date: May 29, 1998

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date is: _____
A. Patent Application No.(s) 09/041,714 B. Patent No(s).
Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Theodore W. Olds, Howard & Howard Attorneys
Internal Address: The Pinehurst Office Center, Suite 101
1400 North Woodward
Street Address: Same As Above
~~6/25/1998 KJUNCM 0000040 09041714~~
~~3 FC/30~~ City: Bloomfield Hills State: Michigan Zip: 48304

6. Total no. of applications and patents involved: one
7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 08-2789
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*
Theodore W. Olds  June 11, 1998
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 4

ASSIGNMENT
(Joint Inventors)

WHEREAS, We, **Stuart G. Boyd, Harold G. Wolf, Jr., and Girma Gebreselassie** (hereinafter referred to as Assignors), residing respectively at **3330 Deerwood, North Street, MI 48049; 3023 South Gibraltar Road, Gibraltar, Michigan 48173; and 21180 Potomac Avenue, Southfield, Michigan 48076** have invented new and useful improvements in:

HEADLINER MATERIAL WITH POLYESTER AND NON-POLYESTER LAYERS

which is set forth in an application in the United States executed on even date herewith:

AND WHEREAS, **UT Automotive Dearborn, Inc.** (hereinafter referred to as Assignee), of **5200 Auto Club Drive, Dearborn, Michigan 48126** is desirous of acquiring the entire right, title and interest in and to said invention and said Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, be it known by all whom it may concern, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors have assigned, sold and set over, and by these presents assign, sell and set over unto the Assignee, its successors, legal representatives and assigns, for the territory of the United States of America and all foreign countries, the entire right, title and interest in and to said invention, said application for Letters Patent, including the right to file foreign patent applications corresponding to said application, and the right to claim the priority date of said United States patent application and any legal equivalents thereof, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of said application, or re-issues or extensions of said Letters Patent or Patents prepared and executed by Assignors on even date herewith, the same to be held and enjoyed by the Assignee, as fully and entirely as the same would have been held by the Assignors had this Assignment and sale not been made.

AND the Assignors hereby covenant and agree that the Assignors will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to said invention and to obtain Letters Patent therefor, and the Assignors hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the said Assignee in accordance with this Agreement.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal at Port Huron, in the State of Michigan, this 29 day of MAY, 1998.

Stuart G. Boyd
Stuart G. Boyd

STATE OF MICHIGAN)
)
COUNTY OF St. Clair)

Before me personally appeared said **Stuart G. Boyd** and acknowledged the foregoing instrument to be his own free act and deed, this 29 day of May, 1998.

Wanda J. Shook
Notary Public

WANDA J. SHOOK
Notary Public, St. Clair County, MI
My Commission Expires Feb. 6, 1999

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal at Port Huron, in the State of Michigan, this 29 day of MAY, 1998.

Harold G. Wolf, Jr.
Harold G. Wolf, Jr.

STATE OF MICHIGAN)
)
COUNTY OF St. Clair)

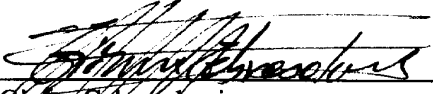
Before me personally appeared said **Harold G. Wolf, Jr.**, and acknowledged the foregoing instrument to be their own free act and deed, this 29th day of May, 1998.

Wanda J. Shook
Notary Public

WANDA J. SHOOK
Notary Public, St. Clair County, MI
My Commission Expires Feb. 6, 1999

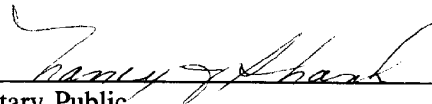
SEAL

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal at Roset
Huron, in the State of Michigan, this 29 day of MAY, 1998.


Girma Gebreselassie

STATE OF MICHIGAN)
)
COUNTY OF St. Clair)

Before me personally appeared said Girma Gebreselassie and acknowledged the
foregoing instrument to be their own free act and deed, this 29th day of May,
1998.


Notary Public
Notary Public for the State of Michigan
My Commission Expires Feb. 2, 1999

SEAL

Please address all correspondence and telephone calls and, upon recordation, please
return this document to:

THEODORE W. OLDS
HOWARD & HOWARD
1400 North Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304-2856
(248) 645-1483