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Name (line 1) DAVID S. BREED

Execution Date
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Name (line 2)

Second Party

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Address (line 3) DENVILLE NEW JERSEY 07834
City State/Country Zip Code

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Correspondent Name and Address

Area Code and Telephone Number 516 569 3664

Name BRIAN BOFFE

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Patent Cooperation Treaty (PCT)

Enter PCT application number
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Number of Properties

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Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

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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.

Brian Boffe
Name of Person Signing

Brian Boffe
Signature

7/13/98
Date

ASSIGNMENT

For good and valuable consideration,

David S. Breed

Hereby sells, assigns and transfers to:

Automotive Technologies International, Inc., P.O. Box 8, Denville, NJ 07834


hereinafter "Assignee", its successors, assigns and legal representatives, the entire right, title and interest in and for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith, and is entitled:

SELF-CONTAINED AIRBAG SYSTEM (ATI - 192)

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said improvements;

Agreed that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and legal representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

(L.S.)  7/13/98
David S. Breed Date