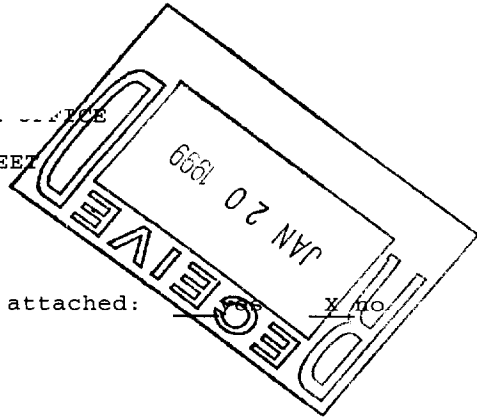


01-21-1999



100947227

RECORDATION COVER SHEET
PATENTS ONLY



MRO

1-20-99

1. Name of conveying party(ies):
Howard J. Schmidt

Additional name(s) of conveying party(ies) attached:
2. Name and address of receiving party(ies):
Name: McCord Winn Textron Inc.
Internal Address: 645 Harvey Road

Street Address:

City Manchester State NH Zip Code 03103
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 11, 1997
4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s) B. Patent No.(s)
08/880,146

Additional numbers attached? Yes No
5. Name and address of party to whom correspondence concerning document should be mailed:

John C. Evans
Reising, Ethington, Barnes,
Kisselle, Learman & McCulloch PC
P.O. Box 4390
Troy, Michigan 48099-4390
6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit Account No. 18-0853 (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.

John C. Evans
Name of Person Signing

Signature

January 13, 1999
Date

Total number of pages including cover sheet, attachments and document 3

01/20/1999 SBURMS 00000244 08880146

01 FC:581

40.00 OP

ASSIGNMENT

WHEREAS I, Howard J. Schmidt, residing at 46 Coburn Woods, Nashua, New Hampshire 03063 have invented certain new and useful improvements in an AIR PUMPING SYSTEM FOR AN AUTOMOTIVE SEAT for which I am about to make application for Letters Patent of the United States, which application may be identified in the United States Patent Office as Serial No. 08/880,146, filing date June 20, 1997; and

WHEREAS, McCORD WINN TEXTRON INC. is desirous of acquiring the entire right, title and interest in and to said invention, said application and the Letters Patent to be obtained therefor:

NOW, THEREFORE, for and in consideration of One Dollar and other good and valuable considerations, to me in hand paid, the receipt and sufficiency whereof are hereby acknowledged, I have sold, assigned, and set over and by these presents do hereby sell, assign, and set over unto the said McCORD WINN TEXTRON INC. and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and I do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeable with the terms of this assignment.

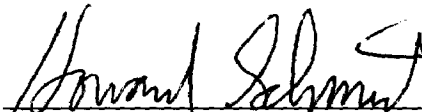
I HEREBY AUTHORIZE the above-mentioned assignee to insert in this instrument the filing date and serial number of my said application.

UPON SAID CONSIDERATION, I convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications;

I DO HEREBY COVENANT and agree with the said assignee that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in

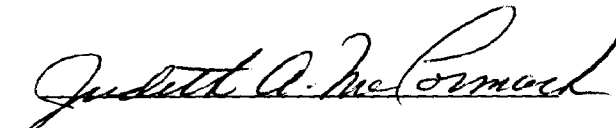
enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this 11th day of June, 1997.

 (Seal)
Howard Schmidt

State of) New Hampshire
County of) SS Hillsborough

On this 11th day of June, 1997, before me, a Notary Public in and for said county, appeared Howard Schmidt, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.


Notary Public

JUDITH A. McCORMACK, Notary Public
My Commission Expires September 20, 2000

My commission expires _____

Notary's Seal

John C. Evans
Reising, Ethington,
Barnard & Perry
P.O. Box 4390
Troy, Michigan 48099