

08-24-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101124900

To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

1. Name of conveying parties:

Brandon S. Marriott

Nathan A. Schimmoller

Steven C. Bell

2. Name and address of receiving party(ies):

Name: Breed Automotive Technology, Inc.

Internal Address:

Additional name(s) & party(ies) attached?

☐

Yes

☒

No

3. Nature of conveyance:

☒

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☐

Other

Street Address:

P.O. Box 33050

City: Lakeland State: FL Zip: 33807

Execution Date: 7/7/99, 7/8/99 and 7/14/99

Additional name(s) & address(es) attached?

☐

Yes

☒

No

4. Application number(s) or patent number(s): Docket No. 727

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/350,345

B. Patent No.(s)

Additional numbers attached?

☐

Yes

☒

No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Markell Seitzman

Internal Address:

Street Address:

7000 Nineteen Mile Road

City: Sterling Hts. State: MI Zip: 48314

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 number:

02-3576

08/23/1999 DC0ATES 00000154 023576 09350345

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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.

Markell Seitzman

Name of Person Signing

Signature

August 16, 1999

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

ASSIGNMENT

Assignment before issue of Letters Patent

Breed File No. 727

WHEREAS, Brandon S. Marriott, Nathan A. Schimmoller and Steven C. Bell (hereinafter "Assignor") have invented certain new and useful improvements in **AIR BAG MODULE WITH INTERNAL DEPLOYMENT FLAP** (hereinafter "invention") for which Assignor is making or has made application for LETTERS PATENT OF THE UNITED STATES, which application has been duly executed by Assignor on the day(s) and date(s) of these presents.

AND WHEREAS, Breed Automotive Technology, Inc., a corporation organized and existing under the laws of the State of Delaware, U.S.A., having a place of business at 5300 Old Tampa Highway, Lakeland, County of Polk, State of Florida, United States of America, hereinafter called the Assignee, is desirous of acquiring the entire right, title and interest in and to said invention within the United States of America and its territorial possessions and all foreign countries and any United States or foreign LETTERS PATENT that may be granted therefor.

NOW, THIS INDENTURE WITNESSETH, that for good and valuable considerations, the receipt whereof is hereby acknowledged, Assignor has assigned, sold and transferred, and does hereby assign, sell and transfer to the said Assignee the entire right, title and interest in and to the said invention, within the United States of America and its territorial possessions and all foreign countries and in and to any LETTERS PATENT of the United States and foreign countries, including utility models, inventor's certificates and like government grants, and all divisions, reissues, continuations and extensions thereof that may be granted therefor, and the right to apply for LETTERS PATENT in foreign countries with full benefit of such priorities as may now or hereafter be granted to Assignor by local laws or by treaty, including any international convention, for the protection of industrial property, together with the right to extend the protection of said U.S. LETTERS PATENT to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors or assigns, to the full end of the term for which said LETTERS PATENT may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. And Assignor does hereby request and authorize the Commissioner of Patents and Trademarks, U.S.A., to issue said U.S. LETTERS PATENT, when granted, in accordance with this assignment.

Assignor further covenants and agrees with the Assignee that Assignor has a full and unencumbered title to the invention hereby assigned, which title Assignor warrants unto the Assignee, and Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, extending, reissuing or reexamining United States and foreign LETTERS PATENT or the like for the said invention, and for maintaining and perfecting the Assignee's right to said invention and LETTERS PATENT particularly in cases of interference, conflict, opposition and litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7th day of July, 19 99
Brandon S. Marriott
Brandon S. Marriott

IN TESTIMONY WHEREOF, I have hereunto set my hand this 8th day of July, 19 99
Nathan A. Schimmoller
Nathan A. Schimmoller

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of July, 19 99
Steven C. Bell
Steven C. Bell

STATE OF Michigan)
) ss.: 327-60-0227
COUNTY OF OAKLAND)

On this 7th day of July, 19 99 before me personally appeared
Brandon S. Marriott

to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

[SEAL]

R. N. Napol
Notary Public
My commission expires: 7/30/2003

STATE OF Michigan)
) ss.: 296-64-7300
COUNTY OF Oakland)

On this 8th day of July, 19 99 before me personally appeared
Nathan A. Schimmoller

to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

[SEAL]

R. N. Napol
Notary Public
My commission expires: 7/30/2003

STATE OF Michigan)
) ss.:
COUNTY OF Macomb)

On this 14th day of July, 19 99 before me personally appeared
Steven C. Bell

to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

[SEAL]

Carol Driscoll
Notary Public
My commission expires: July 1, 2002

CAROL DRISCOLL
NOTARY PUBLIC STATE OF MICHIGAN
OAKLAND COUNTY
ACTING IN:
Macomb County
MY COMMISSION EXP. JULY 1, 2002