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(Rev. 6-93)

OMB No. 0651-0011 (exp. 4-94)

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Patent and Trademark Office

PATENTS ONLY

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

1. Name of conveying party(ies):

Thomas P. Heed
Kirk R. Bristol
William J. Malinowski, Jr.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Harman International Industries,
Incorporated
Internal Address: _____

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 8500 Balboa Boulevard

City: Norhtridge State: CA ZIP: 91329

Execution Date: September 7, 1999
September 7, 1999

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

September 7, 1999

September 7, 1999

If this document is being filed together with a new application, the execution date of the application is: September 17, 1999 respectively

A. Patent Application No.(s)

09/411,947

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Barnes & Thornburg
Internal Address: Richard D. Conard

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
10-0435

03/27/2000 JSMBZZ 00000130 09411947

01 FC:581 40.00 DP

Street Address: 11 S. Meridian Street

City: Indianapolis State: IN ZIP: 46204

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Richard D. Conard
Name of Person Signing

Richard D. Conard
Signature

February 14, 2000
Date

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

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

ASSIGNMENT TO BUSINESS CONCERN

Attorney Docket No.: 1039-63010

A S S I G N M E N T

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s) of Inventor(s) Thomas P. Heed,
Kirk R. Bristol,
 _____ and,
William J. Malinowski, Jr.

maker(s) of an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

Title of Application Diaphragm Stable Through Hygroscopic Cycling

which has been executed by the undersigned on

Date of signing of Application by each inventor _____, _____, _____, and _____

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee Harman International Industries, Incorporated

Address of principal place of business 8500 Balboa Boulevard
Northridge, California 91329

Insert State of Incorporation (if applicable) or "Not Applicable" a corporation of Delaware

(hereinafter designated as the Assignee) their entire right, title, and interest in, to, and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the application(s) in the United States and foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such applications, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the application(s) or continuation, division, reissue, or reexamination thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

ASSIGNMENT TO BUSINESS CONCERN

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at _____ this _____ day of _____, 19____.

Outside the USA:
Witnesses are
required when
acknowledgment
before a Notary
Public is not
feasible.

Witness

Witness

Thomas P. Heed

Inventor (Signature)

Thomas P. Heed

Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF _____ }
 } SS:
COUNTY OF _____ }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 7 day of September, 1999.

Rae Ann Wilson

Notary Public

RAE ANN WILSON

Printed Name

My Commission Expires: 8/25/2000

Resident of Morgan County

IN WITNESS WHEREOF, I have executed this assignment at _____
this _____ day of _____, 19 _____.

Outside the USA: _____
Witnesses are required when acknowledgment before a Notary Public is not feasible.
Witness

Kirk R. Bristol
Inventor (Signature)

Kirk R. Bristol
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this
7 day of September, 19 99.

Bae Ann Wilson
Notary Public

BAE ANN WILSON
Printed Name

My Commission Expires: 8/25/2000 Resident of Morgan County

IN WITNESS WHEREOF, I have executed this assignment at _____
this _____ day of _____, 19 _____.

Outside the USA; _____
Witnesses are required when acknowledgment before a Notary Public is not feasible.
Witness

W.J. Malinowski, Jr.
Inventor (Signature)

William J. Malinowski, Jr.
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this
17th day of September, 19 99.

Terri A. Quast
Notary Public

TERRI A. QUAST
Printed Name

My Commission Expires: June 14, 2003 Resident of Grant County