

02-27-2003



To the Honorable Commission

102375107

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Lear Corporation

224-03

2. Name and address of receiving party(ies)

Name: AcoustiSeal, Inc.

Internal Address: \_\_\_\_\_

Street Address: 8485 Prospect Avenue

City: Kansas City State: MO Zip: 64132

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other \_\_\_\_\_

Execution Date: 01/31/03 (effective 6/15/00)

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

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) 5,635,562

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Daniel A. Crowe

Internal Address: Bryan Cave LLP

Street Address: 211 N. Broadway, Suite 3600

One Metropolitan Square

City: St. Louis State: MO Zip: 63132

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:

02-4467

DO NOT USE THIS SPACE

9. Signature.

Daniel A. Crowe

Name of Person Signing

*Daniel A. Crowe*  
Signature

02/14/03

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

02/26/2003 6TOM11 00000137 5635562

01 FC:8021

40.00 DP

PATENT  
REEL: 013774 FRAME: 0775

## PATENT ASSIGNMENT AGREEMENT

1. **Parties; Effective Date.** This Patent Assignment Agreement ("Agreement") is between Lear Corporation, a Delaware corporation ("Assignor"), and AcoustiSeal, Inc., a Delaware corporation ("Assignee"). This Agreement is effective on June 15, 2000 ("Effective Date").
2. **Purpose of Agreement.** Assignor is the owner of certain patents and other intellectual property rights described in Exhibit A to this Agreement, and seeks to assign all such rights to Assignee pursuant to the terms of this Agreement.
3. **Assignment of Patents.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys all right, title and interest in and to any and all Patents described in Exhibit A to this Agreement, and all tangible items related thereto. For the purposes of this Agreement, "Patents" shall mean all United States, Canadian and other foreign letters patent, patent applications and patentable inventions identified in Exhibit A, including without limitation (a) all inventions and improvements described and claimed therein, and all letters patent which issue thereon; (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto; and (d) any and all other rights corresponding thereto and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.
4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties' heirs, representatives, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]

AGREED AND ACCEPTED:

Lear Corporation

By: Bill C Panagos  
ASSISTANT SECRETARY  
Its: AND CHIEF PATENT COUNSEL

Date: 01/31/03

STATE OF MICHIGAN )  
                                  )  
COUNTY OF WAYNE )

On this 31<sup>st</sup> day of January 30, 2003, before me appeared Bill Panagos, to me known, who, being duly sworn, did state that he is Chief Patent Counsel of Lear Corporation, and that he acknowledged the foregoing instrument to be the free act and deed of said corporation and the contents thereof to be accurate.

David J Maloney  
Notary Public  
My Commission Expires: 3-13-2004

AcoustiSeal, Inc.

By: Timothy McCarthy  
Its: PRESIDENT & CEO

Date: 2/10/03

STATE OF MISSOURI )  
                                  )  
COUNTY OF JACKSON )

On this 10 day of ~~January 30~~ FEBRUARY 2003, before me appeared Timothy McCarthy, to me known, who, being duly sworn, did state that he is PRESIDENT of AcoustiSeal, Inc., and that he acknowledged the foregoing instrument to be the free act and deed of said corporation and the contents thereof to be accurate.

Willa J Samuelson  
Notary Public  
My Commission Expires: 3-17-2006

WILLA J. SAMUELSON  
Notary Public - State of Missouri  
County of Jackson  
My Commission Expires Mar. 17, 2006

**Exhibit A**

**Patents**

U.S. Patents

5,635,562: Expandable Vibration Damping Materials