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FINANCE SECTION

Conveyance Type

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other:

1.2.04

Conveying Party(ies)

- 1. Greg Rademacher
- 2. Don Masterson
- 3.
- 4.
- 5.
- 6.

Execution Date(s)

November 19, 2003
November 19, 2003

Mark if Additional Names of Conveying Parties Attached

Receiving Party

Name Behr GmbH & Co.
 Name
 Address Mauserstrasse 3, D70469
 Address
 Address Stuttgart Germany
 City State/Country

Zip Code

Mark if Additional Names of Receiving Parties Attached

Correspondent Name and Address

David M. Airan
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 Attorney Docket No. 225159

Pages Enter the total number of pages of the attached conveyance document including any attachments: 2

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Numbers

Patent Numbers

10/731,529				

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number *only if a U.S. Application Number has not been assigned.*

PCT	PCT	PCT
PCT	PCT	PCT

Number of Properties

Enter the total number of properties involved: 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$40

Method of Payment:

- Enclosed is a check in the amount of
- Charge Deposit Account No. 12-1216

Authorization to Charge Additional Fees to Deposit Account No. 12-1216: Yes No

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. Charges to deposit account are authorized, as indicated herein.

David M. Airan Name of Person Signing	 Signature	December 29, 2003 Date
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PATENT

REEL: 014849 FRAME: 0081

Leydig, Voit & Mayer, Ltd.
Two Prudential Plaza, Suite 4900
180 North Stetson Avenue
Chicago, Illinois 60601-6780

ASSIGNMENT

WHEREAS, WE, Greg Rademacher of 8820 Bridge Lake Road, Clarkston Michigan and Don Masterson, of 201 N. Squirrel Road, #1531, Auburn Hills, Michigan, respectively, have invented and own a certain invention entitled:

A VENTILATION UNIT FOR A MOTOR VEHICLE

for which invention we have executed an application (provisional or non-provisional) for a U.S. patent, which was filed on December 8, 2003, under U.S. Application No. 10/731,529, and

WHEREAS, BEHR GmbH & Co., of Mauserstrasse 3, D70469 Stuttgart, Germany (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

WE HEREBY AUTHORIZE the Assignee to insert in this assignment document the filing date and application number of the application if the date and number are unavailable at the time this document is executed.

UPON SAID CONSIDERATION, we convey to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.

WE DO HEREBY COVENANT and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued,

In re Appln. of
Attorney Docket No.

reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing 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 all parties hereto.

IN WITNESS WHEREOF, we have hereunder set our hands on the dates shown below.

Date November 19, 2003 Greg Rademacher
Greg Rademacher

STATE OF Michigan)
) SS:
COUNTY OF Oakland)

On this 19TH day of November, 2003, before me, a Notary Public in and for said county, appeared Greg Rademacher, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Sigurd H. Jensen
Notary Public

{SEAL}

My Commission Expires: September 6, 2006

Date November 19, 2003 Don Masterson
Don Masterson

STATE OF Michigan)
) SS:
COUNTY OF Oakland)

On this 19TH day of November, 2003, before me, a Notary Public in and for said county, appeared Don Masterson, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Sigurd H. Jensen
Notary Public

{SEAL}

My Commission Expires: September 6, 2006