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SHEET

U.S. DEPARTMENT OF COMMERCE
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102685994

Attorney's Docket No. 033228-037

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

2-26-04

1. Name of conveying party(ies):

Yukio KAWASAKI and Toshitaka SUZUKI

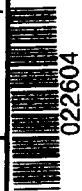
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: 1) Aisin Seiki Kabushiki Kaisha
Internal Address:

Street Address:
1, Asahi-machi 2-chome
Kariya-shi, Aichi-ken
Japan

City: _____ State: _____ Zip: _____
Additional name(s) & addresses attached? Yes No

22278 U.S. PTO
10786589



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: February 23, 2004

10786589

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: February 23, 2004

A. Patent Application No.(s) _____ B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Platon N. Mandros
Internal Address:
Burns, Doane, Swecker & Mathis, L.L.P.
Customer Number 2 1 8 3 9
P.O. Box 1404
Street Address:
City: Alexandria State: VA Zip: 22313-1404

6. Total number of applications and patents involved: One
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
02-4800
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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.

Platon N. Mandros, Reg. No. 22,124 February 26, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:
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03/02/2004 SDENB0B1 00000074 10786589

02 FC:8021 40.00 DP

PATENT
REEL: 015030 FRAME: 0302

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

Name: 2) Nippon Thermostat Co., Ltd.

Address: 59-2, Nakazato 6-chome

Kiyose-city, Tokyo

Japan

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by 1) Yukio KAWASAKI, and 2) Toshitaka SUZUKIresiding at 1) 1-36-1, Nakajima-cho, Kariya-shi, Aichi-ken, Japan, and
2) 59-2, Nakazato 6-chome, Kiyose-city, Tokyo, Japan

(hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in
VEHICLE COOLING DEVICE

set forth in an application for Letters Patent of the United States,

- (1) which is a provisional application
- (a) bearing Application No. _____, and filed on _____;
- (b) to be filed herewith; or
- (2) which is a non-provisional application
- (a) bearing Application No. _____, and filed on _____;
- (b) having an oath or declaration executed on even date herewith prior to filing of application;
- (c) having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, AISIN SEIKI KABUSHIKI KAISHA
, a corporation duly organized under and pursuant to the laws of Japan
and having its principal place of business at 1, Asahi-machi 2-chome, Kariya-shi, Aichi-ken, Japan, and NIPPON THERMOSTAT CO. LTD
under and pursuant to the laws of Japan, a corporation duly organized
and having its principal place of business
at 59-2, Nakazato 6-chome, Kiyose-city, Tokyo, Japan

(hereinafter referred to as "the Assignees"),

are desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignees, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and

interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignees, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignees, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignees, its successors, legal representatives, and assigns, but at the cost and expense of the Assignees, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

Date 2004.02.23 Signature of Assignor *Yoshino Kawasaki*

Date 2004.02.23 Signature of Assignor *Fushitaka Suzuki*

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____