

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Excello Specialty Company

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

Name: Key Corporate Capital, Inc.

Internal Address: Mr. Robert Burns

c/o KeyBank National Association

Street Address: 127 Public Square, 2nd Floor

City: Cleveland

State: Ohio

Country: USA Zip: 44114

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

Execution Date(s) 12/03/04

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

**3. Nature of conveyance:**

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

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

A. Patent Application No.(s)

SEE ATTACHED LIST OF 18 PATENT APPLICATIONS

☐ This document is being filed together with a new application.  
B. Patent No.(s)

SEE ATTACHED LIST OF 14 PATENTS

Additional numbers attached? ☒ Yes ☐ No

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

Name: Walter S. Holzer

Internal Address: Jones Day

Street Address: 901 Lakeside Avenue

City: Cleveland

State: Ohio Zip: 44114-1190

Phone Number: 216-586-3939

Fax Number: 216-579-0212

Email Address: wsholzer@jonesday.com

**6. Total number of applications and patents involved:**

32

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1280.00**

☐ Authorized to be charged by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501432

Authorized User Name James R. Mix

**9. Signature:**

Signature

January 5, 2005

Date

James R. Mix

(Int. Billing Ref.: 447363-600002)

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$1280.00 501432 60561856

### U.S. PATENTS

	Patent Registration No.	Date	Patent Title
1.	5,842,503	12/01/98	Integrally Formed Air Flow Valve
2.	5,560,967	10/01/96	Sound Absorbing Automotive Water Deflector
3.	5,482,343	01/09/96	Vehicle Door And Water Deflector
4.	5,394,796	03/07/95	Screen Process With Variable Coating Thickness Capability
5.	5,090,762	02/25/92	Automotive Door Trim Panel Protector And Method Of Using The Same
6.	5,039,172	08/13/91	Protective Wheel Cover
7.	4,965,113	10/23/90	Transfer Adhesive Sandwich And Method Of Applying Adhesive To Substrates
8.	4,957,803	09/18/90	Water Deflector With Wire Harness Seal
9.	4,873,132	10/10/89	Surface Protector With Expansible Pocket
10.	4,865,791	09/12/89	Method of Forming A Subsurface Protector With An Expansible Pocket
11.	4,859,512	08/22/89	Transfer Adhesive Sandwich For Applying Adhesive To Substrates
12.	4,728,380	03/01/88	Transfer Method Of Applying Adhesive To Substrates
13.	4,696,848	09/29/87	Surface Protector With Expansible Pocket
14.	4,588,627	05/13/86	Deflector for Vehicle Body Components

### U.S. PATENT APPLICATIONS

	Patent Serial No.	Date	Patent Title
1.	60/---	09/13/04	Snap Fit Pockets For Anchoring A Watershield Or Other Applications
2.	60/---	09/05/04	Door Handle Module With Integrated Flexible And/Or Semi-Rigid Seal And Method For Making Same
3.	60/561,856	04/13/04	Circuit-Carrying Water Deflector And Method For Making The Same
4.	60/559,829	04/06/04	Multiple Component Barriers
5.	60/552,273	03/12/04	Silencer For Drafters Or Air Extractors
6.	60/552,658	03/11/04	Double Wire Pass Through Seal With Grommets
7.	60/541,477	02/03/04	Improved Protector Having Expansible Portions
8.	60/526,788	12/04/03	Alternative Method For Trim Applied Watershield
9.	60/526,008	12/01/03	Angle Formed Expansible Pocket And Method
10.	60/516,713	11/03/03	Controlled Variable Thickness Pattern Print
11.	60/516,715	11/03/03	Access Pass Through Seal With Grommet
12.	60/515,459	10/29/03	Non-Woven Door Sealing System Incorporating A Molded In Compression Wire Management Feature and Molded In Raised Rib
13.	60/514,988	10/27/03	Screen Printing Open Cell Foam And/Or Non-Wovens
14.	10/620,823	07/16/03	Wire Pass Through Seal With Grommets
15.	10/435,972	05/12/03	Modified Polyolefin Films
16.	10/337,742	01/07/03	Attendance Monitoring System
17.	10/137,542	05/02/02	Sealing Systems and Methods For Automotive Interior Trim Panels And The Like
18.	10/080,204	02/21/2002	Sound-Absorbing Composites And Shield Devices Employing The Same

**PATENT**

**REEL: 015530 FRAME: 0299**

## SCHEDULE A

### PATENTS AND PATENT APPLICATIONS

Country	Patent/ Serial #	Date	Patent Title	Status
US	5842503	12/01/98	Integrally Formed Air Flow Valve	Issued
US	5560967	10/01/96	Sound Absorbing Automotive Water Deflector	Issued
Canada	2154297	04/06/04	Sound Absorbing Automotive Water Deflector	Issued
EP	EP694426	06/02/99	Sound Absorbing Automotive Water Deflector	Issued
Germany	69509977.9-08	06/02/99	Sound Absorbing Automotive Water Deflector	Issued
France	EP694426	06/02/99	Sound Absorbing Automotive Water Deflector	
Great Britain	EP694426	06/02/99	Sound Absorbing Automotive Water Deflector	
Canada	2000133	08/03/99	Automotive Door Trim Panel Protector And Method Of Using The Same	Issued
US	5482343	01/09/96	Vehicle Door And Water Deflector	Issued
Canada	2154190	06/06/00	Vehicle Door And Water Deflector	Issued
US	5394796	03/07/95	Screen Process With Variable Coating Thickness Capability	Issued
US	5090762	02/25/92	Automotive Door Trim Panel Protector And Method Of Using The Same	Issued
US	5039172	08/13/91	Protective Wheel Cover	Issued
US	4965113	10/23/90	Transfer Adhesive Sandwich And Method Of Applying Adhesive To Substrates	Issued
Canada	1255203	06/06/89	Transfer Adhesive Sandwich And Method Of Applying Adhesive To Substrates	Issued
US	4957803	09/18/90	Water Deflector With Wire Harness Seal	Issued
Canada	1308143	09/29/92	Water Deflector With Wire Harness Seal	Issued
Japan	2742451	01/30/98	Water Deflector With Wire Harness Seal	Issued
US	4873132	10/10/89	Surface Protector With Expansible Pocket	Issued
US	4865791	09/12/89	Method of Forming A Subsurface Protector With An Expansible Pocket	Issued
Canada	1323481	10/26/93	Method of Forming A Subsurface Protector With An Expansible Pocket	Issued
Japan	2695898	09/12/97	Method of Forming A Subsurface Protector With An Expansible Pocket	Issued
US	4859512	08/22/89	Transfer Adhesive Sandwich For Applying Adhesive To Substrates	Issued
US	4728380	03/01/88	Transfer Method Of Applying Adhesive To Substrates	Issued
US	4696848	09/29/87	Surface Protector With Expansible Pocket	Issued
Canada	1285012	06/18/91	Surface Protector With Expansible Pocket	Issued
Japan	2872239	01/08/99	Surface Protector With Expansible Pocket	
Canada	1243255	10/18/88	Sheet Construction and Method	Issued
US	60/---	09/13/04	Snap Fit Pockets For Anchoring A Watershield Or Other Applications	
US	60/---	09/05/04	Door Handle Module With Integrated Flexible And/Or Semi-Rigid Seal And Method For Making Same	

Country	Patent/ Serial #	Date	Patent Title	Status
Japan	2004-208549	07/15/04	Wire Pass Through Seal With Grommets	
US	60/561,856	04/13/04	Circuit-Carrying Water Deflector And Method For Making The Same	
US	60/559,829	04/06/04	Multiple Component Barriers	
US	60/552,273	03/12/04	Silencer For Drafters Or Air Extractors	
US	60/552,658	03/11/04	Double Wire Pass Through Seal With Grommets	
US	60/541,477	02/03/04	Improved Protector Having Expandable Portions	
US	60/526,788	12/04/03	Alternative Method For Trim Applied Watershield	
US	60/526,008	12/01/03	Angle Formed Expandable Pocket And Method	
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US	60/516,715	11/03/03	Access Pass Through Seal With Grommet	
US	60/515,459	10/29/03	Non-Woven Door Sealing System Incorporating A Molded In Compression Wire Management Feature and Molded In Raised Rib	
US	60/514,988	10/27/03	Screen Printing Open Cell Foam And/Or Non-Wovens	
US	10/620,823	07/16/03	Wire Pass Through Seal With Grommets	Pending Published
US	10/435,972	05/12/03	Modified Polyolefin Films	Pending Published
WIPO	WO03102074	12/11/03	Modified Polyolefin Films	Published Application
Japan	PCT/US03/16923	05/30/03	Modified Polyolefin Films	
US	10/337,742	01/07/03	Attendance Monitoring System	Pending Published
US	10/137,542	05/02/02	Sealing Systems and Methods For Automotive Interior Trim Panels And The Like	Pending Published
US	10/080,204	02/21/2002	Sound-Absorbing Composites And Shield Devices Employing The Same	Pending Published

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*") dated as of December 3, 2004 (the "*Effective Date*"), is made by and between The Excello Specialty Company, an Ohio Corporation ("*Assignor*"), and Key Corporate Capital, Inc., a Michigan corporation ("*Assignee*").

WHEREAS, Assignor is the owner of right, title or interest in, to and under United States patents and patent applications, foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, including those patents and patent applications listed on Schedule A, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing (collectively, the "*Patents*");

WHEREAS, Assignor is indebted to Assignee for payments due on various debts and leases (the "*Debt*");

WHEREAS, Assignor executed and delivered to Assignee certain security agreements granting, pledging and assigning a security interest in essentially all of the Companies' assets, including, it is believed, the Patents (together with related instruments, financing statements and agreements, the "*Security Documents*");

WHEREAS, pursuant to the Security Documents, it was intended that Assignee obtain and hold a perfected lien and security interest in the Patents as security for the obligations of Assignor to Assignee evidenced by the Debt and additional sums due pursuant to the Security Documents;

WHEREAS, Assignor has failed to pay certain payments that are past due and payable and is in default under the Security Documents and under that certain Forbearance Agreement previously entered into by Assignor and Assignee;

WHEREAS, Assignor has requested that Assignee address Assignor's default by, among other things, providing for the transfer and conveyance of the Patents to Assignee in order to avoid the financial hardship and damage to the Assignor's reputation that would result from institution of proceedings to foreclose the lien of the Security Documents presently encumbering the Assignor's assets, including the Patents, and the institution of other proceedings with respect to the Security Documents; and

WHEREAS, Assignee wishes to accept the conveyance of the Patents under this Agreement to avoid the necessity of litigation, foreclosure, and the delays associated therewith and to avoid the delays associated with the Assignor's statutory redemption rights, and Assignee acknowledges that the provisions of this Agreement directly benefit Assignee in this regard.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee, its successors and assigns, to effect the conveyance to the Assignee, its successors and assigns, of the title and rights whose conveyance is made hereby, and to enable such title and rights to be recorded in the United States and all foreign countries, and to enable Assignee to sustain or renew and said Patents transferred, and to maintain, perfect, support and protect the right, title and interest of Assignee, its successors and assigns, in and to said Patents granted and any patent applications filed in connection therewith.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patents, as described in the preceding two paragraphs, and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens and other documentation as may be reasonably required) in connection with: (1) the implementation, perfection or recording of this Assignment in the United States and any and all applicable foreign jurisdictions; (2) the preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (3) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, including, but not limited to, testifying as to any facts relating to the rights assigned in this Assignment; (4) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Patents and this Assignment; and (5) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

Assignor shall have no liability for any obligations, claims or causes of action that arise, or may arise, from or in connection with the development, testing, manufacture, distribution or sale of any products covered by or subject to the Patents and Assignee shall hold Assignor harmless from such liability.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

THE EXCELLO SPECIALTY COMPANY

By: X  
Name: Jeffrey W. Jones  
Title: President

STATE OF OHIO                    )  
                                          ) SS:  
COUNTY OF CUYAHOGA )

On this 2<sup>nd</sup> day of December, 2004 before me Jeffrey W. Jones, known to me to be president of The Excello Specialty Company, who acknowledged that he/she signed this instrument as a free act on behalf of Excello Specialty Company.

S. Renee Papenfuss  
Notary Public:  
My commission expires:

S. RENEE PAPENFUSS  
A Notary Public of the State of Ohio  
My Commission Expires 8/25/07

Patent Assignment



KEY CORPORATE CAPITAL, INC.

By: [Signature]

Name: Michael Lugli

Title: Authorized Signer

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

On this 3<sup>rd</sup> day of December, 2004 personally appeared before me Michael Lugli,  
known to me to be \_\_\_\_\_ of Key Corporate Capital, Inc., who acknowledged that he/she  
signed this instrument as a free act on behalf of Key Corporate Capital, Inc.

*designated  
S. Gubler*

[Signature]  
Notary Public:

My commission expires:

ROBERT J. BOWEN, Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Sec. 147.03 R.C.