

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>GENERAL DYNAMICS ORDNANCE & TACTICAL SYSTEMS, INC.</td><td>04/04/2005</td></tr><tr><td>GENERAL DYNAMICS OTS (AEROSPACE), INC.</td><td>04/04/2005</td></tr></tbody></table>		Name	Execution Date	GENERAL DYNAMICS ORDNANCE & TACTICAL SYSTEMS, INC.	04/04/2005	GENERAL DYNAMICS OTS (AEROSPACE), INC.	04/04/2005				
Name	Execution Date										
GENERAL DYNAMICS ORDNANCE & TACTICAL SYSTEMS, INC.	04/04/2005										
GENERAL DYNAMICS OTS (AEROSPACE), INC.	04/04/2005										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>ZODIAC AUTOMOTIVE US, INC.</td></tr><tr><td>Street Address:</td><td>1850 W. Drake Drive</td></tr><tr><td>City:</td><td>Tempe</td></tr><tr><td>State/Country:</td><td>ARIZONA</td></tr><tr><td>Postal Code:</td><td>85283</td></tr></table>		Name:	ZODIAC AUTOMOTIVE US, INC.	Street Address:	1850 W. Drake Drive	City:	Tempe	State/Country:	ARIZONA	Postal Code:	85283
Name:	ZODIAC AUTOMOTIVE US, INC.										
Street Address:	1850 W. Drake Drive										
City:	Tempe										
State/Country:	ARIZONA										
Postal Code:	85283										
PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>10130191</td></tr></tbody></table>		Property Type	Number	Application Number:	10130191						
Property Type	Number										
Application Number:	10130191										
CORRESPONDENCE DATA											
Fax Number: (404)541-3375 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 404.815.6446											
Email: ARossi@KilpatrickStockton.com											
Correspondent Name: John S. Pratt, Esq., Kilpatrick Stockton											
Address Line 1: 1100 Peachtree Street											
Address Line 2: Sutie 2800											
Address Line 4: Atlanta, GEORGIA 30309-4530											
ATTORNEY DOCKET NUMBER:	53982/315357										
NAME OF SUBMITTER:	/Angela M. Rossi/										
Total Attachments: 4 source=generaldynamics#page1.tif source=generaldynamics#page2.tif											

OP \$40.00 10130191

500095754

PATENT
REEL: 017496 FRAME: 0417

source=generaldynamics#page3.tif
source=generaldynamics#page4.tif

ASSIGNMENT & GRANT-BACK LICENSE AGREEMENT

This assignment and grant-back license agreement (the "Agreement") is by and between General Dynamics Ordnance & Tactical Systems, Inc., a Virginia corporation having its principal place of business at 10101 Dr. M.L. King St., North, St. Petersburg, FL 33716 and its subsidiaries and affiliates, including, without limitation, General Dynamics OTS (Aerospace), Inc. (hereinafter collectively referred to as ASSIGNOR), and Zodiac Automotive US, Inc. (formerly Simula Automotive Safety Devices, Inc.) and its successors and assigns (hereinafter referred to as ASSIGNEE), a Delaware corporation with offices at 1850 W. Drake Dr., Tempe, Arizona 85283.

WHEREAS, ASSIGNOR has acquired all rights, title and interest in and to certain inventions, discoveries, improvements and patent rights relating to the following patent applications:

Title: "Gas Generation System"
U.S. Appl. Ser. No.: 10/130,191
Filing Date: June 20, 2003
Assigned To: General Dynamics OTS (Aerospace), Inc.
Reel No. 013753; Frame No. 0352

and, corresponding international application:

Title: "Gas Generation System"
European Pat. Appl. Ser. No.: 00980302.4

(the "Patent Applications")

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNOR's entire rights, title and interest in and to the invention, discoveries, improvements and patent rights; and

WHEREAS, ASSIGNOR is desirous of acquiring a non-exclusive license to use the invention, discoveries, improvements and patent rights;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby:

1. Assigns, transfers and conveys to ASSIGNEE the ASSIGNORS' entire right, title, and interest in and to the invention, discoveries, improvements and patent rights, the Patent Applications, any and all other applications for Letters Patent relating to the invention, discoveries, improvements and patent rights disclosed in the Patent Applications in any and all countries including, without limitation, divisional, renewal, substitute, continuation, international PCT and Convention applications based in whole or in part upon the invention, discoveries, improvements and patent rights, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for the invention, discoveries, improvements and patent rights, and every priority right that is or may be predicated upon or arise from the invention, discoveries, improvements and patent rights including, without limitation, the right to sue others for infringement of such Letters Patent;

2. Authorizes ASSIGNEE to file patent applications in any or all countries for the

invention, discoveries, improvements and patent rights in the name of ASSIGNOR, in the name of any previous assignor, who authorized the filing under a similar obligation to ASSIGNOR, or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under an International Convention or otherwise;

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments, regional authorities, international organizations and others to issue or transfer all said Letters Patent to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct;

4. Warrants that ASSIGNOR has not conveyed to others any right, title, or interest in the invention, discoveries, improvements and patent rights or any license to use the same or to make, use, or sell anything embodying or utilizing any of the invention, discoveries, improvements and patent rights; that ASSIGNOR has good right to assign the same to ASSIGNEE without encumbrance; and that ASSIGNOR is aware of no claim to the contrary;

5. Bind the ASSIGNOR, any previous assignor, who has a legal obligation to ASSIGNOR to do so, and the heirs, legal representatives, successors and assigns of the previous assignor and the ASSIGNOR, as applicable, to do, upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration to ASSIGNOR, all acts reasonably serving to assure that the invention, discoveries, improvements and patent rights shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by ASSIGNOR or the heirs, legal representatives, successors and assigns of the ASSIGNOR, as applicable, if this assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; to communicate to ASSIGNEE all facts known to ASSIGNOR relating to the invention, discoveries, improvements and patent rights or the history thereof; to furnish ASSIGNEE with any and all documents, photographs, models, samples, and other physical exhibits under the control of the ASSIGNOR, in the control of any previous assignor, who has a similar obligation to the ASSIGNOR, or the heirs, legal representatives, successors or assigns of the ASSIGNOR, as applicable, which may be useful for establishing the facts of conceptions, disclosures, and reduction to practice of the invention, discoveries, improvements and patent rights; and to testify to the same in any interference, arbitration, or litigation with reasonable reimbursement as to expenses incurred as a result of such testimony; and

ASSIGNEE hereby irrevocably grants to ASSIGNOR, its successors and assigns a worldwide, fully-paid-up, royalty-free and non-exclusive license to use, make, have made, sell, have sold, offer for sale and import products and services under any and all rights transferred by this Agreement including, without limitation, products and services covered by any or all of the initially filed claims, currently pending claims and any and all claims that eventually issue, worldwide, relating to the inventions, improvements, discoveries and patent rights under the Patent Applications (the "LICENSE") including, without limitation, the right to freely assign the LICENSE in the event of a merger or acquisition to the surviving entity of the merger or acquisition, to freely assign the LICENSE to a parent of the ASSIGNOR, which has a controlling interest in the ASSIGNOR, and to freely assign the LICENSE to a subsidiary, joint venture or spin-off of the ASSIGNOR or of any parent of the ASSIGNOR, in which the ASSIGNOR or any parent of the ASSIGNOR has a controlling interest. The ASSIGNEE and ASSIGNOR acknowledge that the ASSIGNOR may assign the LICENSE to any other third party solely with the written consent of the ASSIGNEE, which will not be unreasonably withheld or delayed.

ASSIGNOR and ASSIGNEE hereby agree and acknowledge:

1. The Agreement shall be interpreted under the law of the State of Florida

#1700239v1

page 2 of 4

PATENT
REEL: 017496 FRAME: 0420

including the precedent of the courts of the State of Florida, without regard to the conflict of laws and choice of laws provisions of the State of Florida;

2. If any provision or portion of this Agreement shall be or become illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable;

3. The Agreement constitutes the entire agreement among the parties hereto relating to the subject matter of this Agreement, superseding all prior arrangements and agreements relating to the subject matter of this Agreement, and the Agreement may be modified, amended or waived only by a written instrument signed by all of the parties hereto;

4. This Agreement may be executed in any number of counterparts by the parties hereto, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument; and

5. This Agreement shall be deemed to be executed in the State of Florida, and the ASSIGNEE and ASSIGNOR acknowledge personal and subject matter jurisdiction and proper venue of the courts of the State of Florida and all federal courts residing within the boundaries of the State of Florida and will bring any suit against any other party to this Agreement within the courts located in the County of Hillsborough in the State of Florida; and

6. ASSIGNEE and ASSIGNOR MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY;

7. ASSIGNEE may prosecute or abandon the Applications at the sole discretion of ASSIGNEE without notice to ASSIGNOR or consent of ASSIGNOR;

8. ASSIGNEE may enforce rights under any Letter Patent that issues from the Applications at the sole discretion of the ASSIGNEE, except that ASSIGNEE will not enforce rights against the ASSIGNOR including, without limitation, the successors, assigns and affiliates of the ASSIGNOR, and affiliates shall include any entity controlled by the ASSIGNOR or any entity having a controlling interest in the ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNEE has caused this agreement to be executed this _____ day of _____, 2005.

Zodiac Automotive US, Inc.

Signature: _____


Name: _____

Title: _____

[remaining portion of page intentionally left blank]

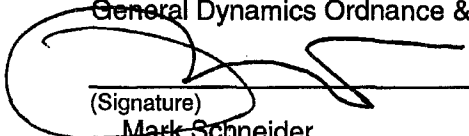
IN WITNESS WHEREOF, ASSIGNOR has caused this agreement to be executed this
4th day of April, 2005.

For General Dynamics Ordnance & Tactical Systems, Inc.:


(Signature)
Del Dameron
(Name)
General Counsel
(Title)

and

For General Dynamics OTS (Aerospace), Inc. (formerly Primex Aerospace, now a subsidiary of
General Dynamics Ordnance & Tactical Systems, Inc.):


(Signature)
Mark Schneider
(Name)
GM - Redmond
(Title)