

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Lear Automotive (EEDS) Spain, S.L.	04/25/2006

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as General Administrative Agent
Street Address:	P.O. Box 2778
City:	Houston
State/Country:	TEXAS
Postal Code:	77252

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	6879057
Patent Number:	6507506
Patent Number:	6511340
Patent Number:	6692314
Patent Number:	6641423
Patent Number:	6419522
Patent Number:	6676453
Patent Number:	6952871
Patent Number:	6876174
Patent Number:	6759606
Patent Number:	6882123
Application Number:	10415746
Patent Number:	6890196

CORRESPONDENCE DATA

PATENT

500118835

REEL: 017833 FRAME: 0246

OP \$520.00 6879057

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/0024

NAME OF SUBMITTER:

Kirstie Howard

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of April 25, 2006 is made by Lear Automotive (EEDS) Spain, S.L., incorporated in Spain, located at C/Fusters No. 54-56 Poligono Industrial Valls 43800, Spain (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national association, as General Administrative Agent (the "Agent") for the several banks and other financial institutions or entities (the "Lenders"), parties to the Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Lear Canada, the Foreign Subsidiary Borrowers, the Lenders, The Bank of Nova Scotia as the Canadian Administrative Agent, the Agent and others.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Security Agreement, dated as of April 25, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

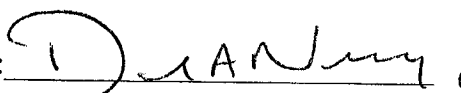
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 21 day of June, 2006.

LEAR AUTOMOTIVE (EEDS) SPAIN, S.L.

By: 
Name: _____
Title: _____

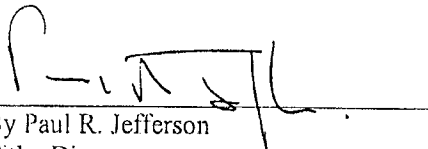
JPMORGAN CHASE BANK, N.A.
as General Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

PROXY

I hereby appoint Mr. Daniel A. Ninivaggi to be LEAR AUTOMOTIVE (EEDS) SPAIN S.L.'s proxy to sign the Grant of Security Interest in Patent Rights effective as of April 25, 2006 made between Lear Automotive (EEDS) Spain S.L. and JP Morgan Chase Bank, N.A.

LEAR AUTOMOTIVE (EEDS) SPAIN S.L.

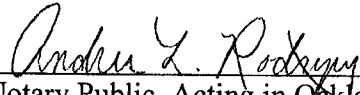

By Paul R. Jefferson
Title: Director

Cc: JP MORGAN CHASE BANK, N.A.

ACKNOWLEDGMENT OF BORROWER

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On the 21st day of June, 2006, before me personally came Daniel A. Ninivaggi, who is personally known to me to be the _____ of Lear Automotive (EEDS) Spain, S.L., a Spanish corporation; who, being duly sworn, did depose and say that he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, Acting in Oakland County
ANDREA L. RODRIGUEZ
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Sep 1, 2008


(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 21 day of June, 2006.

LEAR AUTOMOTIVE (EEDS) SPAIN, S.L.

By: _____
Name:
Title:

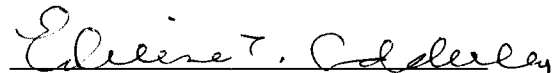
JPMORGAN CHASE BANK, N.A.
as General Administrative Agent for the Lenders

By:  _____
Name: Richard W. Duker
Title: Managing Director

ACKNOWLEDGMENT OF GENERAL ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 21 day of June, 2006, before me personally came Richard W. Duker, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national association; who, being duly sworn, did depose and say that he is the Managing Director in such national association, the national association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national association; and that she/he acknowledged said instrument to be the free act and deed of said national association.



Notary Public

EDELINE C. ADDERLEY
Notary Public, State of New York
No. 01AD6079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2006

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Patent Registrations and Applications**

APPLICATION NUMBER	PUBLICATION NUMBER	PATENT NUMBER
09/980708		6879057
09/980709		6507506
10/049114		6511340
10/049112		6692314
10/048787		6641423
09/631934		6419522
10/129728		6676453
10/168720		6952871
10/169128		6876174
10/203208		6759606
10/343026		6882123
10/415746	2004/0069520	
10/415743		6890196