

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patent Rights
CONVEYING PARTY DATA	
Name	Execution Date
JPMorgan Chase Bank, N.A., as General Administrative Agent	12/22/2006
RECEIVING PARTY DATA	
Name:	Lear Corporation EEDS and Interiors
Street Address:	21557 Telegraph Road
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48034
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5863370
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	509265/0024
NAME OF SUBMITTER:	Kirstie Howard

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Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENT RIGHTS**

TERMINATION AND RELEASE effective as of December ~~22~~, 2006, from JPMorgan Chase Bank, N.A., a national banking association, as General Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Lear Corporation EEDS and Interiors, a Delaware corporation, located at 21557 Telegraph Road, Southfield, Michigan 48034 ("Borrower").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of April 25, 2006, made by the Borrower (as defined therein) in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Borrower to the Agent in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Patent Rights dated as of April 25, 2006, among the Agent and Borrower (the "Patent Security Agreement"), Borrower, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Patent Collateral;

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on June 23, 2006, at Reel 017833 and Frame 0198; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Patent Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Patents listed on Schedule 1 hereto. The term "Patent" shall have the meaning provided by reference in the Security Agreement and the Patent Security Agreement. For the avoidance of doubt, "Patent Collateral" shall not include any Patent listed on Schedule A to the Patent Security Agreement other than the Patents listed on Schedule 1 hereto.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as December 22 2006.

JPMORGAN CHASE BANK, N.A.

By: Richard C. Smith
Name: Richard C. Smith
Title: Vice President

STATE OF New York)
)
COUNTY OF New York)

ss.:

On this 22nd day of December, 2006, before me personally appeared Richard C. Smith to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Kathleen M. Kean
Notary Public

(Affix Seal Below)

KATHLEEN M. KEAN
Notary Public, State Of New York
No. 01KE4927080
Qualified In Westchester County
Commission Expires April 11, 2008 / 10

Schedule 1

U.S. Patents and Patent Applications

Patent or Application Number	Title
5,863,370	Method of bonding cloth cover to substrate base