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| 1. Name of conveying party(ies):  | 2. Name and address of receiving party(ies):                             |  |  |
| Nathaniel J. DENNIS   |  |  |  |
| Brent T. ELKIN  |  |  |  |
| Amy L, KLINKENBERGER  | TK Holdings Inc.   |  |  |
|   | 2500 Takata Drive  |  |  |
|   | Auburn Hills, MI 48326   |  |  |
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |
| Additional conveying party(ies) attached? NO  3. Nature of conveyance:                  | -  |  |  |
| ASSIGNMENT  |  |  |  |
| Execution Date:   |  |  |  |
| September 15, 2008  | Additional name(s) & address(es) attached? NO                            |  |  |
| 4. Application number(s) or patent number(s):   |  |  |  |
| If this is being filed together with a new application, the execution                   | on date of the application is:   |  |  |
|   |  |  |  |
| A. Patent Application Number(s):  | B. Patent Number(s):   |  |  |
| 12/219,624  |  |  |  |
| Additional num  | ibers attached? NO   |  |  |
| Name and address of party to whom correspondence  | 6. Total number of applications/patents involved: 1                      |  |  |
| concerning document should be mailed:   |  |  |  |
|   | 7. Total fee (37 C.F.R. § 3.41): \$40.00                                 |  |  |
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| 9. Statement and signature:  To the best of my knowledge and belief, the foregoing info | ormation is true and correct and any attached copy is a true copy of the |  |  |
| original document. The Commissioner is hereby authorized to cho                         | rge any additional recordation fees which may be required in this        |  |  |
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| Howard N. Shipley   | October 6, 2008  |  |  |
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| Name of person signing  | Signature Date   |  |  |
| Total numb  | er of pages including cover sheet, attachments, and document: 6          |  |  |
| 1 Otal Humo   |  |  |  |

PATENT REEL: 021642 FRAME: 0502

## **ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

TK Holdings Inc. 2500 Takata Drive Auburn Hills, MI 48326

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

## AIRBAG SYSTEM

| check one | [ ] executed concurrently herewith, [ ] executed on |
|-----------|---|
|           | [X] Serial No. 12/219,624 Filed 7/24/2008           |

as set forth in this United States Patent Application

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

Page 1 of 4

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ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

| Executed this 15th day of 5ee   | 1008  |  |
|---|---|--|
|   | ٠٠.   | *  |
|   |   | NATHANIEL J. DENNIS  |
| State of Michigan   |   |  |
| State of Michigan) County of (aklan)  |   |  |
| County or Anton   | . 1   | 11 1 Day 1   |
| On this /S day of   | sen to me that he/she execut                              | the same in the ner agriculted debrasis, and and a   |
| WITNESS my hand and official seal.  |   | Life & Mary Property of the  |
| Wind God  |   | KIM PIETFUSZKA<br>Notary Public, State of Michigan   |
| Signature gypt Gan  |   | County of Wayne  |
| G. G. AU  |   | My Commission Expires Aug. 8, 2011 Acting in the County of haden   |
| My Commission Expires: 8-8-2011   |   |  |
| (Sea!)  |   |  |
| Executed this <u>/5</u> day of <u>Se</u>  | plember, 2008   | BRENT T. ELKIN   |
| State of McAign  County of Oaklane  | _   |  |
| County of <u>(aklanl</u> )  |   |  |
| On this /St day of Sept for said county), personally appeared BRENT T. ELKIN, we subscribed to the within instrument and acknowledged to me signature on the instrument the person, or the entity upon be | no proved to me on the basing that he/she executed the si | me in his/her authorized capacity, and hist by his/her   |
| WITNESS my hand and official seal.  |   |  |
| Signature Am Otetras  | _   |  |
| My Commission Expires:  |   | No. King our   |
| (Scal)  |   | Notary Public, State of Michigan County of Wayne Abing in the County of My Co.   |
| WACH 4777560 1  | Page 3 of 4   | Acting in the County of  |
| WASH_4777560.1  |   | Commercial and the Commercial Section 1997 (1997) and the |

PATENT REEL: 021642 FRAME: 0505

Executed this 15 day of September, 2008.

State of

County of

On this day of day of , 20 d before me, dry flunkon berger (a notary public in and for said county), personally appeared AMY L. KLINKENBERGER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

My Commission Expires: 8-8-2011

Notary Public, State of Michigan
County of Wayne
My Commission Expires Aug. 8, 2011
Acting in the County of

(Seal)

Page 4 of 4

**RECORDED: 10/06/2008**