

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Intier Automotive Closures Inc.	05/01/2004
RECEIVING PARTY DATA	
Name:	Nu-Tech & Engineering, Inc.
Street Address:	186 Briarwood Drive
City:	Lapeer
State/Country:	MICHIGAN
Postal Code:	48445
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5686832
Patent Number:	6046583
Patent Number:	6323637
CORRESPONDENCE DATA	
Fax Number:	(202)420-2201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	parsonse@dicksteinshapiro.com
Correspondent Name:	Dickstein Shapiro LLP
Address Line 1:	1825 Eye Street, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	F8800.1602
NAME OF SUBMITTER:	Elizabeth Parsons
Total Attachments: 7 source=Atoma patent assignment#page1.tif source=Atoma patent assignment#page2.tif source=Atoma patent assignment#page3.tif	

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PATENT
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AGREEMENT

WHEREAS ATOMA INTERNATIONAL CORP., a company incorporated under the laws of Canada, having a place of business at 521 Newpark Boulevard, Newmarket, Ontario, Canada, L3Y 4X7, Canada, is the registered owner of the patents listed in Exhibit 1 attached hereto ("**Patents**");

WHEREAS ATOMA INTERNATIONAL CORP. is the registered owner of the patents listed in Exhibit 2 attached hereto ("**Licensed Patents**");

WHEREAS ATOMA INTERNATIONAL CORP. changed its name to **INTIER AUTOMOTIVE CLOSURES INC. ("Intier")** by way of Articles of Amendment effective on 23 April 2001 and attached hereto as Exhibit 3;

WHEREAS, NU-TECH & ENGINEERING, INC. ("Nu-Tech"), a company incorporated under the laws of the State of Michigan, in the United States, having a place of business at 186 Briarwood Drive, Lapeer, Michigan, 48445, United States of America, is desirous of acquiring the entire and exclusive right, title and interest in and to the Patents which may be granted and issued therefor in Canada, the United States of America and throughout the world;

WHEREAS, NU-TECH and INTIER entered into an Agreement effective as of September 15, 2001, whereby Nu-Tech is entitled to share in any licensing revenues derived by Intier from the Patents and Licensed Patents (the "**Nu-Tech Agreement**");

WHEREAS, NU-TECH is desirous of acquiring a non-exclusive limited royalty free license under the Licensed Patents for making instrument clusters for sale in the aftermarket;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Intier and Nu-Tech agree as follows:

1. Intier hereby assigns to Nu-Tech the entire and exclusive right, title and interest in and to the Patents, including the right to file priority applications, any improvements thereto, and in and to any Letters Patent or divisions, which may be granted and issued therefor in Canada, the United States of America and throughout the world.

2. Nu-Tech shall be responsible for all costs and expenses associated with the Patents, including, without limitation, costs and expenses associated with the recordation of assignment documents for the Patents and maintenance thereof at its sole discretion.
3. Nu-Tech for itself, its agents, assigns, employees, principals, owners, representatives, shareholders, subsidiaries, affiliated companies, directors and successors, hereby covenants and agrees never to sue, institute, assist in instituting, or permit to be instituted by or on behalf of Nu-Tech any proceeding in any court or any claim or other proceeding filed with any administrative body, arbitration tribunal, state or federal court against Intier, its affiliates, or any of its customers charging any one of them with any liability or asserting any claims of the Patents arising from an offer for sale, use and sale of any of products made or authorized by Intier.
4. Intier hereby grants to Nu-Tech an irrevocable royalty-free license to make, have made, use, have used, market, import, export and sell instrument clusters covered by at least one claim of the Licensed Patents only for the aftermarket, and not for sale, transfer, either directly or indirectly, to an original equipment manufacturer of vehicles or any affiliate thereof. Nu-Tech shall restrict all of its customers and licensees from, directly or indirectly, selling, transferring, or otherwise conveying instrument clusters covered by at least one claim of the Licensed Patents to an original equipment manufacturer of vehicles or an affiliate thereof.
5. Nu-Tech for itself, its agents, assigns, employees, principals owners, representatives, shareholders, subsidiaries, affiliated companies, directors and successors, hereby releases and discharges Intier from any and all claims, rights, demands, representations, and causes of action of every kind and nature whatsoever whether at equity or law arising out of or connected with the Patents including, without limitation, any legal action related to the prosecution, maintenance, or enforcement of the Patents.
6. Intier makes no representations and warranties and assumes no liability with respect to the manufacture, sale, offer for sale, use or importation of products, processes, or services covered by or otherwise described in the Patents or Licensed Patents, or use, accuracy, validity, enforceability or sufficiency of the Patents or Licensed Patents. Intier makes no warranties as to the merchantability or fitness for any particular purpose, or warranties against infringement of intellectual property rights of any third party.
7. Nu-Tech agrees to indemnify and hold harmless Intier from any legal costs, including fees, disbursements and other reasonable expenses, arising from any dispute concerning, or

the defence of, any claim or legal proceedings, and for any damages and lost profits which may be awarded as a consequence of any such claim or legal proceeding of a tortious, contractual or other nature in which an allegation of the liability, strict or otherwise, arising out of or relating to Nu-Tech's use of the Patents or Licensed Patents. For greater certainty, Intier shall not be obligated or liable for any injury or death of any person or damage to any property caused by or relating to Nu-Tech's actions, failure to act, negligence or wilful conduct, nor for any liability of Nu-Tech.

8. Nu-Tech and Intier mutually agree and do hereby terminate the Nu-Tech Agreement.

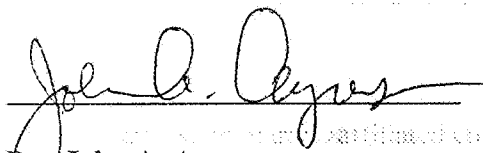
9. Nu-Tech for itself, its agents, assigns, employees, principals owners, representatives, shareholders, subsidiaries, affiliated companies, directors and successors, hereby releases and discharges Intier from any and all claims, rights, demands, representations, and causes of action of every kind and nature whatsoever whether at equity or law, including any claims arising out of or connected with the Nu-Tech Agreement.

10. This agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario, without regard to its conflicts of law provisions.

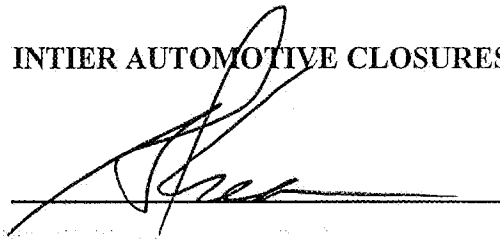
IN WITNESS WHEREOF the parties have hereunder affixed their respective corporate seals duly attested by the hands of their respective officers authorized in such regard on this 1st day of May, 2004.

NU-TECH & ENGINEERING, INC.

INTIER AUTOMOTIVE CLOSURES INC.



By: John A. Ayres
Title: President



By: Alexander Kresovic
Title: Vice-President, Finance

EXHIBIT 1

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#
Instrumental Panel And Method Of Gauge Assembly Therefor						
UNITED STATES	701596	NEW	8/22/1997	08/918,660	2/15/2000	6,025,820
Miniature Telltale Module						
UNITED STATES	701601	NEW	5/3/1993	08/056,087	8/15/1995	5,442,338
UNITED STATES	701601CON	CON	5/22/1995	08/446,415	8/21/2001	6,278,424
Illuminated Pointer For An Analog Gauge Related Method of Use Manufacture						
UNITED STATES	701602	NEW	1/20/1995	08/376,003	12/30/1997	5,703,612
Low Cost Electronic Analog Compass						
CANADA	701597CA	DCA	11/3/1998	n/a		
UNITED STATES	701597REG	FCA	11/3/1998	09/185,078	11/7/2000	6,141,881
Improved Gauge Instrument for Use in a Motor Vehicle						
UNITED STATES	701604REG	FCA	11/3/1998	09/185,085		
Miniature Crossed-Coil Gauge Having An Active Flux Ring						
CANADA	701605CA	DCA	9/24/1996	2,233,895		
GERMANY	701605DE	DCA	9/24/1996	19681591.6		
UNITED KINGDOM	701605GB	DCA	9/24/1996	8605832.8	9/6/2000	2324162
JAPAN	701605JP	DCA	9/24/1996	09 514300		
UNITED STATES	701605CON	CON	10/28/1995	08/548,584	11/11/1997	5,686,832
UNITED STATES	701605CON2	CON	11/10/1997	08/968,773	4/4/2000	6,046,583
UNITED STATES	701606	DIV	11/10/1997	08/968,874		
UNITED STATES	701606CON	CON	2/29/2000	09/514,650	11/27/2001	6,323,637
Virtual Instrument Panel						
UNITED STATES	701589	NEW	11/3/1998	09/185,081	11/13/2001	6,317,037
Electric Motor, Controller Therefor And Methods For Controlling And Assembly Same						
GERMANY	701607DE	DCA	5/11/1992	92911720.8	4/15/1998	69225149.9
EUROPEAN PATENT	701607EP	DCA	5/11/1992	92911720.8	4/15/1998	0694203
FRANCE	701607FR	DCA	5/11/1992	92911720.8	4/15/1998	0694203
UNITED KINGDOM	701607GB	DCA	5/11/1992	92911720.8	4/15/1998	0694203
ITALY	701607IT	DCA	5/11/1992	92911720.8	4/15/1998	0694203
JAPAN	701607JP	DCA	5/11/1992	4-510892	11/9/2001	3249518
UNITED STATES	701607	CEQ	7/6/1992	07/910107	10/11/1994	5,355,373
Improved Gauge Instrument For Use In a Motor Vehicle						
JAPAN	701598JP	DCA	11/3/1998	11 - 533798		
UNITED STATES	701598REG	FCA	11/3/1998	09/185,085	6/11/2002	6,404,333

END OF REPORT

PATENT

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EXHIBIT 2

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#
Three Piece Instrument Cluster Assembly And Method						
GERMANY	701600DE	DCA	7/24/1996	69630147.4-08		0886761
EUROPEAN PATENT	701600EP	DCA	7/24/1996	96926795.4		0886761
UNITED KINGDOM	701600GB	DCA	7/24/1996	96926795.4		0886761
UNITED STATES	701600	NEW	7/25/1995	08/506,557	10/21/1997	5,678,912
Instrument Display Method And System For Passenger Vehicle						
GERMANY	701592DE	DCA	5/11/1992	69224639.8	3/4/1998	0583392
EUROPEAN PATENT	701592EP	DCA	5/11/1992	92912581.3	3/4/1998	0583392
EUROPEAN PATENT	701592EPDIV	DIV	5/11/1992	97202255.2		
FRANCE	701592FR	DCA	5/11/1992	92912581.3	3/4/1998	0583392
UNITED KINGDOM	701592GB	DCA	5/11/1992	92912581.3	3/4/1998	0583392
ITALY	701592IT	DCA	5/11/1992	92912581.3	3/4/1998	0583392
JAPAN	701592JP	DCA	5/11/1992	4-512044		
UNITED STATES	701592	GEQ	7/6/1992	07/910,108	4/11/1995	5,406,303
UNITED STATES	701592CON	CON	4/6/1995	08/418,073	10/20/1998	5,825,338

END OF REPORT

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Ontario Corporation Number
Numéro de la société en Ontario

7.



Ministry of
Consumer and
Commercial Relations

Ministère de
la Consommation
et du Commerce

CERTIFICATE
This is to certify that these
articles are effective on

CERTIFICAT
Ceci certifie que les présents
statuts entrent en vigueur le

001246886

APRIL 23 AVRIL, 2001

[Signature]
Director, Directives

Director / Directrice
Business Corporations Act / Loi sur les sociétés par actions

Form 3
Business
Corporations
Act

Formule 3
Loi sur les
sociétés par
actions

ARTICLES OF AMENDMENT
STATUTS DE MODIFICATION

1. The name of the corporation is:

Dénomination sociale de la société:

[illegible]

2. The name of the corporation is changed to (if applicable):

Nouvelle dénomination sociale de la société (s'il y a lieu):

[illegible]

3. Date of incorporation/amalgamation:

Date de la constitution ou de la fusion:

1997 July 16

(Year, Month, Day)
(année, mois, jour)

4. The articles of the corporation are amended as follows:

Les statuts de la société sont modifiés de la façon suivante:

The name of the corporation is changed to:

INTIER AUTOMOTIVE CLOSURES INC.

YE & DURHAM
Corporation
Forms-On-Dock

CBR 173

PATENT

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Form 3
Business
Corporations
Act

Formule 3
Loi sur les
sociétés par
actions

5. The amendment has been duly authorized as required by Sections 168 & 170 (as applicable) of the Business Corporations Act.

La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.

6. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on

Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

2001 April 20

(Year, Month, Day)
(année, mois, jour)

These articles are signed in duplicate.

Les présents statuts sont signés en double exemplaire.

ATOMA INTERNATIONAL CORP.

(Name of Corporation)
(Dénomination sociale de la société)

By/Par:

(Signature)
(Signature)

Bruce R. Cluney
Secretary

(Description of Office)
(Fonction)

E & DURHAM
Corporation
Forma-On-Disk

GBR 173

PATENT

RECORDED: 11/20/2009

REEL: 023546 FRAME: 0667