

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Advanced Safety Concepts, Inc.	04/02/2004
RECEIVING PARTY DATA	
Name:	Methode Electronic, Inc.
Street Address:	7401 West Wilson Avenue
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60706
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10562442
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	115584.0368
NAME OF SUBMITTER:	Brian Wm. Higgins
Total Attachments: 31 source=115584oo368assign012610-174840#page1.tif source=115584oo368assign012610-174840#page2.tif source=115584oo368assign012610-174840#page3.tif source=115584oo368assign012610-174840#page4.tif	

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INTELLECTUAL PROPERTY SALES AND LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY SALES AND LICENSE AGREEMENT (this "Agreement") dated as of April 2, 2004 (the "Effective Date") by and among **Methode Electronics, Inc.** ("Methode"), a corporation organized and existing under the laws of Delaware, USA, and having offices at 7401 West Wilson Avenue, Chicago, Illinois 60706, and **Advanced Safety Concepts, Inc.** ("**ASCI**"), a corporation existing under the laws of New Mexico, USA, and having offices at 552 Aqua Fria Street, Santa Fe, New Mexico 87501.

WHEREAS, ASCI owns intellectual property related to capacitive and piezoelectric sensors and systems;

WHEREAS, the parties desire for Methode to acquire from ASCI certain intellectual property and license from ASCI certain other intellectual property, with an option to acquire the licensed intellectual property;

[REDACTED]

[REDACTED]

[REDACTED]

NOW, THEREFORE in view of the foregoing premises and in consideration of the mutual promises and covenants contained in this Agreement, ASCI and Methode agree as follows:

**Article 1
Definitions**

The following words and phrases will have the meanings set forth below where used herein with initial capital letters:

Affiliate. An "Affiliate" of a subject person or entity shall mean any person or entity controlling, controlled by or under common control with that subject person or entity. "Control" for this purpose shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities or interests, by contract, or otherwise. In addition, for purposes of this Agreement, Kithil and ASCI shall be deemed to be Affiliates.

ASCI Capacitive Know-How. "ASCI Capacitive Know-How" means all information in written or other tangible form related to or associated with the ASCI Patents which ASCI (or any Affiliate of ASCI) has the right to disclose or convey to Methode, including know-how, algorithms, software, computer programs, electronic designs, specifications, trade secrets, proprietary information, technical information, business information, samples, products,

manufacturing processes, formulas, test results, material and manufacturing specifications and other documents, ideas and reports, business plans, trade-names, and copyrights, including information which is useful in connection with the design, manufacture, and/or use of Covered Products utilizing capacitive sensors, including ASCI MINDS, ASCI PASS and any other industrial or consumer application which utilizes capacitive sensors and sensing systems (whether modified in form, size, input/output, control, and application software, or employing different operating functions and algorithms), and including sensing of driver impairment, automatic side mirror viewing angle adjustment, and operation of a device by predetermined head movements. Without limitation to the foregoing, ASCI Capacitive Know-How includes all patentable inventions or processes relating to or useful in connection with the design, manufacture, and/or use of Covered Products utilizing capacitive sensors and systems, in each case which are not included in the ASCI Patents but conceived or reduced to practice by ASCI or its Affiliates prior to the Effective Date.

ASCI Crashpoint. "ASCI Crashpoint" means any system designed by ASCI or its Affiliates using piezoelectric sensors, or stress wave crash sensors (SWCS), to sense stress waves in an object, and then classifies the source, likely cause, and/or magnitude of the stress waves. Without limitation to the generality of the foregoing, ASCI Crashpoint systems have generally been installed on a vehicle windshield to detect and classify various vehicle impact conditions using a wavelet-based algorithm, with output being sent to the occupant restraints system controller, to help optimize the vehicle restraint system according to crash vector and severity. Because the ASCI Crashpoint system could find applications in many other industrial or consumer markets, definition of ASCI Crashpoint includes sensors and systems modified in form, size, input/output, control and application software.

ASCI Improvement Patent. "ASCI Improvement Patent" means any patentable improvement, enhancement, variation or other modification of the ASCI IP or Covered Products, and any patent or patent application derived therefrom, conceived or reduced to practice by ASCI or any Affiliate of ASCI, their employees, consulting engineers, or subcontractors (either individually or jointly with others) during the performance of consulting services for Methode.

ASCI IP. "ASCI IP" means the ASCI Patents, ASCI Capacitive Know-How and ASCI Piezoelectric Know-How.

1.6 **ASCI Licensed Patents.** "ASCI Licensed Patents" means all patents and patent applications listed in Exhibit B, and all divisions, continuations, reissues, renewals, reexaminations, and extensions thereof, all foreign patents or patent applications that correspond thereto, and any patents that issue thereon, and any new patent applications subsequently filed by ASCI (or any Affiliate of ASCI) prior to the Effective Date related to capacitive sensors and systems.

ASCI MINDS. "ASCI MINDS" means any system for detecting driver fatigue/drowsiness or operator impairment using a learning algorithm with head position inputs from an adjacent-electrode capacitive sensor array located above the operator's head. Without limitation to the foregoing, the ASCI MINDS system typically comprise a control module including printed circuit board with embedded software, input/output connections, and an adjacent-electrode capacitive sensor array and notifications, and alerts generated by such system

may be provided to the vehicle operator and passengers as well as oncoming vehicles and to remotely-located persons such as truck or fleet managers.

ASCI PASS. "ASCI PASS" means any system for detecting vehicle occupant presence, absence, and/or position, which may control one or more vehicle systems based on occupant position, presence, and/or absence, using various decision methods with inputs from adjacent-electrode capacitive sensors preferably located in the vehicle overhead, windshield, or instrument panel. Without limitation to the foregoing, ASCI PASS may comprise a control module including printed circuit board with embedded software, input/output connections, and one or more adjacent-electrode capacitive sensors, or the control module may be integrated with other modules or with one or more adjacent-electrode capacitive sensors.

1.9 ASCI Patents. "ASCI Patents" means the ASCI Purchased Patents and the ASCI Licensed Patents.

ASCI Piezoelectric Know-How. "ASCI Piezoelectric Know-How" means all information in written or other tangible form related to or associated with the ASCI Patents which ASCI (or any Affiliate of ASCI) has the right to disclose or convey to Methode, including know-how, algorithms, software, computer programs, electronic designs, specifications, trade secrets, proprietary information, technical information, business information, samples, products, manufacturing processes, formulas, test results, material and manufacturing specifications and other documents, ideas and reports, business plans, trade-names, and copyrights, including information which is useful in connection with the design, manufacture, and/or use of Covered Products utilizing piezoelectric and/or stress wave crash sensors and systems, and including ASCI Crashpoint and any other industrial or consumer application which utilizes piezoelectric sensors and sensing systems (whether modified in form, size, input/output, control, and application software, or employing different operating functions and algorithms). Without limitation to the foregoing, ASCI Piezoelectric Know-How includes all patentable inventions or processes relating to or useful in connection with the design, manufacture, and/or use of Covered Products utilizing piezoelectric and/or stress wave crash sensors and systems, in each case which are not included in the ASCI Patents but conceived or reduced to practice by ASCI or its Affiliates prior to the Effective Date.

1.11 ASCI Purchased Patents. "ASCI Purchased Patents" means all patents and patent applications listed in Exhibit A, and all divisions, continuations, reissues, renewals, reexaminations, and extensions thereof, all foreign patents or patent applications that correspond thereto, and any patents that issue thereon, and any new patent applications subsequently filed by ASCI (or any Affiliate of ASCI) prior to the Effective Date related to piezoelectric and/or stress wave crash sensors and systems.

Automotive OEM/Supplier. "Automotive OEM/Supplier" means any manufacturer of light duty vehicles with a specified gross weight of under 10,000 pounds, or any person or entity which manufactures parts, components, or systems for use by such a manufacturer in manufacturing such vehicles.

Covered Products. "Covered Products" means any product or service, including components or systems, which utilizes or is covered by any of the ASCI IP or any Product Patent

or related intellectual property, regardless of whether or not the applicable ASCI IP, Product Patent, or related intellectual property remains valid, unexpired, or proprietary, as the case may be, at the time of sale of the product or service.

Excluded Fields. "Excluded Fields" means the fields of use of the ASCI Licensed Patents and ASCI Capacitive Know-How for (i) occupant sensing, including sensing occupant position, drowsiness, or other characteristics for steering wheels applications, and (ii) transparency products (i.e., transparent glass or plastic) in motor vehicles.

Existing ASCI Licenses. "Existing ASCI Licenses" means the three license agreements specifically listed below between ASCI and third parties relating solely to the ASCI Licensed Patents and ASCI Capacitive Know-How:

- a. License Agreement dated as of April 18, 1997, by and between ASCI and TRW Inc., granting licenses for occupant sensing, including sensing occupant position, drowsiness, or other characteristics, which license is exclusive for steering wheels applications, and non-exclusive for land vehicles;
- b. License Agreement dated as of January 7, 2000, by and between ASCI and PPG Industries, Inc., granting an exclusive license for transparency products (i.e., transparent glass or plastic) in motor vehicles; and
- c. License Agreement dated as of February 17, 2000, by and between ASCI and Johnson Controls, Inc., granting a non-exclusive license for motor vehicles.

Method Improvement Patent. "Method Improvement Patent" means, other than any ASCI Improvement Patent, any patent or patent application claiming its priority to, or covering any improvement, enhancement or variation on the subject matter of, any ASCI Patent or any ASCI Improvement Patent (each an "Underlying Patent"), conceived or reduced to practice by Methode or any Affiliate of Methode during the Restricted Period; provided, that upon the expiration, adjudication of invalidity or abandonment of all Underlying Patents from which an Methode Improvement Patent was derived, such Methode Improvement Patent shall thereafter cease to be included within the definition of "Method Improvement Patent."

Net Sales Revenues. "Net Sales Revenues" means the gross revenues received by Methode or Methode's Affiliates, licensees and sublicensees, if any, for Covered Products which are sold, transferred, leased, or otherwise distributed for value to a party other than Methode or Methode's licensees or sublicensees or their Affiliates (which sale, transfer, lease or distribution would infringe at least one unexpired valid (or pending) claim of any Product Patent), less any returns, bona fide credits or discounts offered in the trade for such specific Covered Products, taxes or duties levied by any governmental authority, and any freight, packaging or shipping charges. If Covered Products are sold or leased in transactions that are not bona fide arm's-length transactions (including transactions between entities which are Affiliates), Net Sales Revenues shall be determined by the most recent commercial sale of the identical Covered Product to an independent party.

Product Patents. "Product Patents" means ASCI Patents, ASCI Improvement Patents and Methode Improvement Patents.

Restricted Period. The "Restricted Period" means the period commencing upon the Effective Date and continuing until the seventh anniversary of the Effective Date, as the same may be modified pursuant to Section 12.4. The parties agree that any reduction of the length or effectiveness of the Restricted Period pursuant to Section 12.4 shall be effective with respect to all references to the Restricted Period in this Agreement.

Article 2
Transfer of Assets and License

2.1 **Transfer of ASCI Purchased Patents.** ASCI hereby transfers, conveys, and assigns its entire right, title, and interest in the ASCI Purchased Patents and ASCI Piezoelectric Know-How to Methode.

License of ASCI Licensed Patents. On the terms and subject to the conditions of this Agreement, ASCI hereby grants to Methode, in all fields of use excluding the Excluded Fields, a nonexclusive, perpetual, royalty-bearing (to the extent provided in Article 3), worldwide license under the ASCI Licensed Patents and ASCI Capacitive Know-How to make and have made, use and have used, to sell and have sold, to offer to sell, and to import Covered Products and to otherwise utilize the ASCI Licensed Patents and ASCI Capacitive Know-How.

Option to Acquire ASCI Licensed Patents. ASCI hereby grants to Methode the option to purchase the ASCI Licensed Patents and ASCI Capacitive Know-How (the "Purchase Option") for a purchase price of three hundred thousand dollars (\$300,000) (the "Option Purchase Price"). This option shall expire eighteen (18) months after the Effective Date (the "Exclusivity Period"). During the Exclusivity Period, ASCI agrees not to, and not to enter into any discussions or negotiations to, transfer, convey, or grant any licenses or otherwise encumber in any way the ASCI Licensed Patents and/or ASCI Capacitive Know-How without the prior written consent of Methode. Methode may provide or withhold such consent at Methode's sole discretion.

Delivery of ASCI IP. ASCI shall provide copies of the ASCI Patents and shall instruct its patent and other legal counsel to deliver to Methode or Methode's designee all files relating to the prosecution and protection of the ASCI Purchased Patents. ASCI will also deliver to Methode copies of the ASCI Piezoelectric Know-How and the ASCI Capacitive Know-How, including such research books, laboratory notebooks, marketing information, potential customer lists, technical information, designs, circuits, computer code (with source code and documentation), and the like as may be reasonably necessary to enable Methode to produce, re-design, and improve Covered Products. This information will be provided in an organized manner with an index listing documentation provided. Upon exercise of the Purchase Option, ASCI shall instruct its patent and other legal counsel to deliver to Methode or Methode's designee all files relating to the prosecution and protection of the ASCI Licensed Patents.

Assignment Documents. In order to effectuate and record the sale, conveyance, transfer and assignment contemplated by Section 2.1 hereof, ASCI shall, and, if necessary, shall cause its Affiliates to, execute and deliver on the Effective Date (or, if requested by Methode, after the Effective Date) all such deeds of assignment and other documents or instruments of conveyance, transfer or assignment as shall be reasonably necessary or appropriate to convey to Methode and record the conveyance of, all right, title and interest in and to all of the ASCI Purchased Patents

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OPTION EXERCISED LATE 2005

and ASCI Piezoelectric Know-How, all of which documents shall be in form and substance satisfactory to counsel for Methode, acting reasonably. In the event of Methode's exercise of the Purchase Option, in order to effectuate and record the sale, conveyance, transfer and assignment contemplated by Section 2.3 hereof, ASCI shall, and, if necessary, shall cause its Affiliates to, execute and deliver on the date of such exercise (or, if requested by Methode, after the date of such exercise) all such deeds of assignment and other documents or instruments of conveyance, transfer or assignment as shall be reasonably necessary or appropriate to convey to Methode and record the conveyance of, all right, title and interest in and to all of the ASCI Licensed Patents and ASCI Capacitive Know-How, all of which documents shall be in form and substance satisfactory to counsel for Methode, acting reasonably.

Methode Licenses and Sublicenses. Methode shall have the right to license or sublicense, as applicable and, in the case of the ASCI Licensed Patents and ASCI Capacitive Know-How, subject to the Excluded Fields, any of the ASCI IP in its sole discretion. The parties acknowledge that any license or sublicense by Methode of the ASCI IP shall not affect Methode's obligations to make payments to ASCI in accordance with Article 3 or any of Methode's other obligations to ASCI under this Agreement.

Existing Licenses. Upon Methode's exercise of the Purchase Option and the payment of the Option Purchase Price, Methode shall either (a) direct ASCI to assign to Methode the Existing ASCI Licenses, in which case ASCI shall assign to Methode the Existing ASCI Licenses and the rights of ASCI under the Existing ASCI Licenses and Methode shall assume all obligations of ASCI under the Existing ASCI Licenses, or (b) grant to ASCI a non-exclusive, non-transferable, royalty-free limited license under the ASCI Licensed Patents and all related ASCI Capacitive Know-How solely for the purpose of, and solely to the extent necessary to, maintain ASCI's authority with respect to the licenses granted under the Existing ASCI Licenses as such grants exist as of the Effective Date. The parties acknowledge that during the Exclusivity Period and after any exercise of the Purchase Option, ASCI shall have no right to grant any further licenses or rights with respect to the ASCI Licensed Patents or ASCI Capacitive Know-How or to modify, expand or in any way alter the scope of the rights held by the licensees under the Existing ASCI Licenses as of the Effective Date.

Excluded Assets and Liabilities. Except as specifically provided in Section 2.7 with respect to the Existing ASCI Licenses, Methode shall not acquire any right, title, or interest in any assets of ASCI other than the ASCI IP as provided herein and Methode shall not assume, or in any way become liable for, any liabilities or obligations of ASCI of any kind or nature, whether accrued, absolute, contingent or otherwise, or whether due or to become due, or otherwise, whether known or unknown, which liabilities and obligations, if ever in existence, shall continue to be liabilities and obligations of ASCI.

Article 3 Payments to ASCI

Payments to ASCI. In consideration of the intellectual property rights being transferred or licensed hereunder, Methode agrees to pay ASCI as follows:

- a. Upon execution of this Agreement, one million three hundred thousand dollars (\$1,300,000);
- b. Ten percent (10%) of Net Sales Revenues received from any customer not an Automotive OEM/Supplier for any Covered Product utilizing capacitive sensors or systems which would infringe upon at least one valid, unexpired claim, or pending claim, of a Product Patent.
- c. Five percent (5%) of Net Sales Revenues received from Automotive OEM/Suppliers for any Covered Product utilizing capacitive sensors or systems which would infringe upon at least one valid, unexpired claim, or pending claim, of a Product Patent; and
- d. Five percent (5%) of Net Sales Revenues for any Covered Product utilizing piezoelectric sensors or systems which would infringe upon at least one valid, unexpired claim, or pending claim, of a Product Patent.

The parties agree that, if payments under more than one of Sections 3.1(b), (c), and (d) are required to be made for a Covered Product, only one payment under Section 3.1(b), (c) or (d) shall be due with respect to the same unit of such Covered Product. Such payment shall be made at the highest percentage rate in whichever of Sections 3.1(b), (c) or (d) are applicable to such Covered Product.

In the event royalties are due and payable under Section 3.1(b), 3.1(c) or 3.1(d) above solely due to a Methode Improvement Patent, such royalties shall only be due and payable for so long as such Methode Improvement Patent meets the definition therefor set forth in Section 1.16.

Pending Claims. Notwithstanding anything to the contrary in Section 3.1 or 3.6, any amount which would otherwise be due pursuant to Section 3.1(b), (c), or (d) on account of Net Sales Revenues for any Covered Product which would infringe upon one or more pending claims of any Product Patent, but no valid, unexpired claims of an issued patent included in any Product Patent ("Pending Claim Products") shall not be due or payable until issuance of a Product Patent including any such pending claim. When and if Methode first receives Net Sales Revenues for any Pending Claim Product, ASCI and Methode shall establish an escrow account with an escrow agent reasonably acceptable to ASCI and Methode and thereafter pay the applicable amounts payable under Section 3.1(b), (c), or (d) ("Pending Claim Payments") into such escrow account. All amounts payable by Methode into the escrow account shall be paid when and in the manner as such amounts would otherwise be paid pursuant to Section 3.6 if this Section 3.2 were not in effect. The escrow agent shall be instructed by Methode and ASCI to invest the Pending Claim Payments in an interest-bearing money market account or in such investment instruments as ASCI and Methode may mutually approve. Upon the issuance of a Product Patent including a claim infringed by the Pending Claim Product, all Pending Claim Payments with respect to such Pending Claim Product (plus any accrued interest thereon, less any amounts due to the escrow agent) shall be released from escrow and paid to ASCI. In the event that such Pending Claim Products cease to be covered by any pending or issued claims of any Product Patents, all Pending Claim Payments with respect to such Pending Claim Product (plus any accrued interest thereon, less any amounts due to the escrow agent) shall be returned to Methode.

Partial Payment Buyout. At any time during the period commencing upon the Effective Date and continuing until thirty-six (36) months after the Effective Date (the "Partial Buyout Period"), Methode may terminate all of its obligations under Sections 3.1(b) and (c) by electing to pay to ASCI one million five hundred thousand dollars (\$1,500,000), in which case any subsequent amounts payable under Sections 3.1(b) and (c) (or payable into escrow under Section 3.2 on account of Sections 3.1(b) and (c)) shall no longer be due (the "Partial Payment Buyout"). Notwithstanding the above, any payments due under Sections 3.1(b) and (c) but not yet paid to ASCI prior to Methode's exercise of the Partial Payment Buyout shall be paid concurrently with the amount paid for the Partial Payment Buyout. Any amounts payable into escrow under Section 3.2 on account of Sections 3.1(b) and (c) but not yet paid to ASCI prior to Methode's exercise of the Partial Payment Buyout shall be placed into escrow in accordance with Section 3.2 and the exercise of the Partial Payment Buyout shall not affect the treatments of any amounts paid or payable into escrow prior to the Partial Payment Buyout. In no event shall any payments already made to ASCI under Section 3.1 (or placed in escrow under Section 3.2) be creditable toward the amount due upon exercise of the Partial Payment Buyout, or be refundable to Methode, whether or not Methode elects to exercise the Partial Payment Buyout. Methode may, at its sole option, elect to extend the Partial Buyout Period by an additional six (6) months by paying to ASCI fifty thousand dollars (\$50,000) prior to the expiration of the Partial Buyout Period.

Complete Payment Buyout. Within thirty-six (36) months of the Effective Date, Methode may terminate all of its obligations under Sections 3.1(b), (c) and (d) by electing to pay to ASCI six million five hundred thousand dollars (\$6,500,000) if Methode already elected to exercise the Partial Payment Buyout, or eight million dollars (\$8,000,000) if Methode has not yet elected to exercise the Partial Payment Buyout, in which case any subsequent amounts payable under Sections 3.1(b), (c) and (d) (or payable into escrow under Section 3.2 on account of Sections 3.1(b), (c) and (d)) shall no longer be due (the "Complete Payment Buyout"). Notwithstanding the above, any applicable payments due under Sections 3.1(b), (c) and (d) but not yet paid to ASCI prior to Methode's election to exercise the Complete Payment Buyout shall be paid concurrently with the amount paid for the Complete Payment Buyout. Any amounts payable into escrow under Section 3.2 on account of Sections 3.1(b), (c) and (d) but not yet paid to ASCI prior to Methode's exercise of the Complete Payment Buyout shall be placed into escrow in accordance with Section 3.2 and the exercise of the Complete Payment Buyout shall not affect the treatments of any amounts paid or payable into escrow prior to the Complete Payment Buyout. In no event shall any payments already made to ASCI under Section 3.1 (or placed in escrow under Section 3.2) be creditable toward the amount due upon exercise of the Complete Payment Buyout, or be refundable to Methode, whether or not Methode elects to exercise the Complete Payment Buyout.

Licensee Payments. Methode shall be responsible for the forwarding of all payments due to ASCI which are based on Net Sales Revenues received by Methode's licensees and sublicensees, as if Methode had itself received the Net Sales Revenues.

Currency and Schedule. Methode will make all payments to ASCI under this Agreement in United States dollars by wire transfer to the bank account designated by ASCI in writing from time to time. Subject to Section 3.2, all payments due pursuant to Sections 3.1(b), (c) and (d) (if and as still in force) shall be made within thirty (30) days after the close of each Methode fiscal

quarter, based on Net Sales Revenues accruing to Methode and its Affiliates and sublicensees during such Methode fiscal quarter. Any Net Sales denominated in a currency other than United States dollars accruing to Methode and its Affiliates and sublicensees during any Methode fiscal quarter shall be converted to United States dollars at the exchange rate effective on the last day of such Methode fiscal quarter.

Taxes. Methode may withhold taxes from any sum payable to ASCI under this Agreement, pay the taxes to the appropriate tax authorities and remit the balance due to ASCI; provided Methode will then obtain and promptly furnish ASCI a receipt evidencing each such tax payment in a form complying with applicable law.

Security Interest. Pursuant to the Security Agreement simultaneously executed with this Agreement, the payment obligations of Methode under this Article 3 are secured by a security interest in the ASCI IP owned by Methode.

Article 4 Consulting Services

Consulting Services by Kithil. Subject to the payment of the consideration set forth in Article 3 and this Article 4, Kithil will provide Methode with up to eighteen hundred (1,800) hours of consulting services during the initial twelve (12) month period after the Effective Date ("Consulting Services"). Kithil will report to the President of Methode or any other officer designated by Methode, and will coordinate his daily activities with the Director of Engineering of Methode or any other account managers or consultants designated by Methode. In consideration for the Consulting Services, Methode shall pay to ASCI a flat fee of one hundred thousand dollars (\$100,000) (the "Consulting Fee"), of which ASCI acknowledges receipt of eight thousand three hundred thirty three and 33/100 dollars (\$8,333.33) prior to the Effective Date. A payment of sixteen thousand six hundred sixty six and 67/100 dollars (\$16,666.67) of the Consulting Fee shall be paid on the Effective Date. The balance of the Consulting Fee shall be paid in three equal quarterly installments of twenty five thousand dollars (\$25,000). Methode further agrees to pay any New Mexico Net Sales Revenues tax imposed upon Methode's payment of the Consulting Fee to ASCI. In addition, Methode shall promptly reimburse ASCI for all pre-approved expenses, including those for travel, lodging, transportation, meals, and the like incurred by ASCI or Kithil in the performance of the Consulting Services. Kithil agrees to negotiate in good faith to extend the consulting period set forth in this Section 4.1, if such extension is desired by Methode, at such rates as may be mutually agreed.

Consulting Services by Other ASCI Personnel. ASCI will use its commercially reasonable best efforts to provide the services of ASCI consulting engineers as and to the extent reasonably requested by Methode and subject to the availability of such consulting engineers (the "Contract Services"). During the initial twelve (12) month period after the Effective Date, Methode shall promptly reimburse ASCI for actual costs incurred by ASCI for these contract services, subject to Methode's prior approval of said costs. After such twelve (12) month period has lapsed, Methode agrees to pay the consulting rates quoted in advance by ASCI for the Contract Services; provided that such consulting rates shall include only ASCI's actual costs and ASCI's normal and reasonable management and overhead expenses incurred with respect to the Contract Services.

ASCI Improvements. ASCI and Kithil hereby assign, and ASCI shall use its reasonable best efforts to cause all Affiliates, employees, consulting engineers, and subcontractors performing Contract Services to assign, to Methode (a) their entire right, title and interest in any ASCI Improvement Patent related to the ASCI Purchased Patents or ASCI Piezoelectric Know-How, and (b) if and only if Methode exercises the Purchase Option, their entire right, title and interest in any ASCI Improvement Patent related to the ASCI Licensed Patents or ASCI Capacitive Know-How. It is understood by the parties hereto that the above assignment with respect to third parties (such as employees, consulting engineers and subcontractors) relates only to an ASCI Improvement Patent that arises from the performance of the Consulting Services. ASCI shall promptly disclose any such ASCI Improvement to Methode. Methode shall have the right to require employees, consulting engineers, and subcontractors performing Contract Services to execute and deliver forms of assignment documentation provided by Methode. In the case that the parties desire a particular consulting engineer or subcontractor to perform Contract Services, and that consulting engineer or subcontractor refuses to sign the assignment documentation required in this Section 4.3, such consulting engineer or subcontractor shall be prohibited from performing any Contract Services, unless Methode elects in its sole discretion to waive the provisions of this Section 4.3 for that particular consulting engineer or subcontractor.

Article 5 Performance and Intellectual Property

Methode Performance Efforts. Methode shall, until the earlier of termination of the Restricted Period or Methode's exercise of the Complete Payment Buyout, pursue commercially reasonable means and devote commercially reasonable resources, including financial investment, engineering, manufacturing, promotion, marketing, and related product and market development activities to commercialize Covered Products utilizing piezoelectric sensors or systems. If and only if Methode exercises the Purchase Option, Methode shall thereafter, until the earlier of termination of the Restricted Period or Methode's exercise of either the Partial Payment Buyout or Complete Payment Buyout, pursue commercially reasonable means and devote commercially reasonable resources, including financial investment, engineering, manufacturing, promotion, marketing, and related product and market development activities to commercialize Covered Products utilizing capacitive sensors or systems. Notwithstanding the foregoing, no representation or warranty or guarantee has been made or is made by Methode as to the amount, if any, of Net Sales Revenues of any Covered Products or of the amounts, if any, that may become payable hereunder, and there can be no guarantee or assurance that any such amounts will become payable under this Agreement.

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Methode Patent Prosecution. Methode shall file, maintain and prosecute utility applications in the United States and national stage applications with the Canadian Patent Office, the European Patent Office, and the Japanese Patent Office claiming priority to one or more ASCI Purchased Patents, until the earlier of termination of the Restricted Period or Methode's exercise of the Complete Payment Buyout. If and only if Methode exercises the Purchase Option, Methode shall thereafter maintain and prosecute all utility applications included in the ASCI Licensed Patents and file, maintain and prosecute utility applications in the United States and national stage applications with the Canadian Patent Office, the European Patent Office, and the Japanese Patent Office claiming priority to one or more ASCI Licensed Patents, until the

earlier of termination of the Restricted Period or Methode's exercise of either the Partial Payment Buyout or Complete Payment Buyout. Notwithstanding the foregoing, under no circumstances shall Methode be obligated to take any action with respect to (a) any ASCI Purchased Patents or any rights associated therewith which have lapsed or which ASCI failed to use reasonable steps to preserve prior to the Effective Date, or (b) any ASCI Licensed Patents or any rights associated therewith which have lapsed or which ASCI failed to use reasonable steps to preserve prior to the date of Methode's exercise of the Purchase Option.

ASCI Assistance in Prosecution and Enforcement. ASCI and its employees and subcontractors shall provide assistance to and cooperate with Methode in the preparation, filing, prosecution, and maintenance of and in prosecuting any third party infringers of the ASCI Patents which Methode is obligated to maintain, file, and/or prosecute pursuant to Section 5.2 and/or in prosecuting any third party infringers of the ASCI Patents. Methode agrees to pay ASCI for such assistance at the applicable rates determined pursuant to Article 4; provided, however, Kithil shall not be paid consulting fees in addition to the amounts to be paid by Methode under Section 4.1 for such assistance provided by him during the initial twelve (12) month period following the Effective Date. Recoveries from such infringement actions taken by Methode shall first be applied to reimburse Methode for litigation costs (including amounts paid to ASCI for its assistance regarding said third party infringers pursuant to this Section 5.3) and any and all remaining recoveries shall be treated as Net Sales Revenues for the applicable Covered Products.

ASCI Patent Prosecution. ASCI shall maintain and prosecute utility applications included in the ASCI Licensed Patents and file, maintain and prosecute utility applications in the United States and national stage applications with the Canadian Patent Office, the European Patent Office, and the Japanese Patent Office claiming priority to one or more ASCI Licensed Patents, until the earliest to occur of (a) the expiration of the Partial Buyout Period, (b) Methode's exercise of either the Partial Payment Buyout or the Complete Payment Buyout, or (c) Methode's exercise of the Purchase Option.

Cost/Benefit Analysis. In the event that either ASCI or Methode reasonably determines that the burden of filing, maintaining and/or prosecuting any ASCI Patent for which it is obligated to take such action pursuant to this Article 5 outweighs the potential commercial benefit of such ASCI Patent, the obligated party shall notify the other of such determination. Such other party shall either consent to the abandonment of such ASCI Patent or provide written notice of its objection to such abandonment containing a reasonable explanation of its objections and reasonable evidence that the other party's cost/benefit analysis is flawed. The failure to provide a notice of objection meeting the requirements of the foregoing sentence with ninety (90) days after its receipt of the other party's intent to abandon such ASCI Patent shall be deemed consent to such abandonment. In the event that the parties are unable to agree as to whether a party's determination that abandonment of any ASCI Patent is reasonable, the obligated party may abandon all filing, maintaining and/or prosecuting efforts with respect to such ASCI Patent if it executes and delivers (at least thirty days prior to any pending deadline with respect to such ASCI Patent) an instrument assigning such ASCI Patent to such other party, free of charge and such ASCI Patent shall thereafter cease to be considered an ASCI Patent hereunder.

Third Party Infringement Claims. If, prior to the fifth anniversary of the Effective Date, a third party claims that Methode's use of the ASCI IP as it exists on the Effective Date (including Methode's manufacture, sale or offering for sale of Covered Products after the Effective Date utilizing ASCI IP as it exists on the Effective Date but only as to the ASCI IP) infringes such third party's intellectual property rights, ASCI will reimburse Methode for up to one hundred fifty thousand dollars (\$150,000) in damages, costs, and expenses (including attorneys' fees) incurred by Methode in defending such infringement claim in litigation. Except for ASCI's warranty to Methode pursuant to Section 8.1(f), the parties acknowledge and agree that the foregoing constitutes Methode's sole and exclusive remedy against ASCI and Kithil for any claim of infringement by any third party with respect to the ASCI IP.

Article 6 Records, Reports, and Audit

Records. Methode will keep accurate business records according to generally accepted accounting principles, consistently applied, showing the Net Sales Revenues attributable to the Covered Products, to the extent the payment obligations set forth in Sections 3.1 (b), (c) and (d) or Section 3.2, as in effect from time to time, are applicable thereto. Methode will maintain such records for a period of at least twelve months after the end of the Methode fiscal year in which such payments were made.

Reports. Within thirty (30) days after the end of each Methode fiscal quarter for which any amount is payable pursuant to Sections 3.1 (b), (c) or (d) (or payable into escrow pursuant to Section 3.2), Methode shall deliver to ASCI a written report that shows, for such Methode fiscal quarter, the number and type of Covered Products sold, the applicable ASCI IP, the country of sale for each Covered Product, the Net Sales Revenues subject to the payment obligations set forth in Sections 3.1 (b), (c) and (d) (as applicable), and the amounts payable to ASCI under Section 3.1 (b), (c) and (d) (as applicable) or payable into escrow under Section 3.2.

Inspection. Upon ASCI's written request, from time to time during the period in which the payment obligations set forth in Sections 3.1 (b), (c), and (d) of this Agreement are in effect and for twelve months after the end of the last Methode fiscal year in which such payments were made, Methode will permit a certified public accountant chosen by ASCI and reasonably acceptable to Methode to inspect the records which Methode is required to maintain pursuant to Section 6.1 above during reasonable business hours, for the purpose of verifying the accuracy of the reports sent to ASCI under Section 6.2 for any period in a fiscal year ending not more than twelve months prior to the date of such request. Such accountant will sign a Confidentiality Agreement with Methode, and will report to ASCI only as to the accuracy of said reports. In the event that such inspection shows an underreporting and underpayment in excess of five percent (5%) for any quarterly reporting period, then Methode shall pay the actual cost of such examination, the amount of underpayment plus interest of twelve percent (12%), compounded annually.

Article 7
Confidential Information

Exchange of Confidential Information. During the Term of this Agreement, a party to this Agreement (the "Provider") may provide Confidential Information to another party (the "Recipient"). "Confidential Information" shall mean any and all information provided by the Provider to the Recipient regarding the business, operations and assets of the Provider and shall include all confidential reports and communications, client and supplier data, materials or information relating to the business or activities of the Provider, price information, and documents, data, or information relating to methods, materials, ideas, plans, processes, designs and other research, and all modifications, improvements and enhancements which are derived from or relate to a Recipient's access to or knowledge of any of the above materials or information. Notwithstanding the foregoing, information which is or becomes publicly available without breach of this Agreement any duty owed to the Provider by the Recipient, shall not be considered Confidential Information hereunder.

Acknowledgement of Ownership. The parties agree that (a) all information included in the ASCI Purchased Patents (except solely as disclosed in issued patents or published patent applications) and/or ASCI Piezoelectric Know-How is the Confidential Information of Methode, (b) prior to exercise of the Purchase Option, all information included in the ASCI Licensed Patents (except solely as disclosed in issued patents or published patent applications) and/or ASCI Capacitive Know-How is the Confidential Information of ASCI but during the Exclusivity Period each party shall treat the same as the Confidential Information of the other party for purposes of this Article 7, and (c) immediately upon Methode's exercise of the Purchase Option, all information included in the ASCI Licensed Patents (except solely as disclosed in issued patents or published patent applications) and/or ASCI Capacitive Know-How shall be the Confidential Information of Methode. At Methode's request, ASCI shall deliver to Methode all copies of all embodiments of Confidential Information constituting non-public portions of the ASCI Purchased Patents or ASCI Piezoelectric Know-How. At Methode's request subsequent to any exercise of the Purchase Option, ASCI shall deliver to Methode all copies of all embodiments of Confidential Information constituting non-public portions of the ASCI Licensed Patents or ASCI Capacitive Know-How.

Use and Ownership of Confidential Information. The Recipient shall not publish, reproduce, disclose or release the Confidential Information of the Provider, in whole or in part, to any third party (including any contractor, agent, government agency, or customer) without the prior written consent of the Provider in its sole discretion. The Recipient may receive and use Confidential Information pursuant to this Agreement solely for the purposes of this Agreement and shall not use such Confidential Information to the detriment of the Provider or for the benefit of third parties. Notwithstanding the foregoing, Methode may reproduce and utilize and may disclose, release and permit third parties to use any or all of the ASCI Licensed Patents and ASCI Capacitive Know-How which is Confidential Information in accordance with the terms and conditions of this Agreement; provided that, during such period prior to any exercise of the Purchase Option, Methode contractually obligates such third parties treat such Confidential Information as confidential.

Degree of Care. The Recipient shall employ at least the same degree of care in protecting the Confidential Information of Provider as it employs in protecting its own Confidential Information, but not less than a reasonable degree of care. Without limitation to the foregoing, the Recipient shall not copy any Confidential Information, except as may be required to perform its duties under this Agreement, and shall store the Confidential Information in a secure place. The Recipient shall ensure that Confidential Information is disclosed only to those of its employees or third parties who require access to such information and who have been advised of the confidentiality provisions of this Agreement.

Subpoenas. In the event Recipient receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of Confidential Information, Recipient shall promptly notify Provider in order to provide an opportunity to seek a protective order or other similar order with respect to such Confidential Information and thereafter Recipient shall disclose only the minimum information required to be disclosed in order to comply with the request, whether or not a protective order or other similar order is obtained by the other party.

Use of Company Name or Logo. Neither party will make any public announcement of any kind regarding of this Agreement without the other party's prior written consent, except to the extent required by applicable law. ASCI shall not use the Methode logo or company name in any printed materials without prior approval of Methode. Methode shall not use the ASCI logo or company name in any printed materials without prior approval of ASCI.

Article 8

Warranties and Disclaimers

By ASCI. ASCI represents and warrants to Methode that:

a. **Authority.** ASCI has all necessary power and authority to make, execute and deliver this Agreement and the Security Agreement (and any assignment of intellectual property in furtherance of this Agreement in standard form and substance), and to consummate the transactions contemplated hereby and thereby. This Agreement constitutes, and all other agreements and documents to be executed and delivered by ASCI and Kithil pursuant hereto will constitute, valid and binding agreements of ASCI and Kithil, enforceable in accordance with their respective terms (subject, as to the enforcement of remedies, to general equitable principles and to bankruptcy, insolvency and similar laws affecting creditors' rights generally). The execution, delivery and performance of this Agreement and the other agreements and documents to be executed and delivered herewith, and the consummation of the transactions contemplated hereby and thereby, have been duly approved and authorized by all necessary corporate actions on behalf of ASCI.

b. **No Violation.** Neither the execution and delivery of this Agreement by ASCI and Kithil (nor any assignment of intellectual property in furtherance of this Agreement in standard form and substance) nor the consummation by them of the transactions contemplated hereby, will constitute a violation of, or be in conflict with, or result in a cancellation of or constitute a default under, or create (or cause the acceleration of the maturity of) any debt, obligation or liability affecting the ASCI IP, or result in the

creation or imposition of any encumbrance upon the ASCI IP under: (a) any judgment, decree, order, regulation or rule of any governmental authority; (b) any law, regulation or order of any governmental authority, or (c) any term or provision of the organizational documents of ASCI. No consent of, or notice to, any governmental authority, or any private person, is required to be obtained or given by ASCI in connection with the execution, delivery or performance of this Agreement (or any assignment of intellectual property in furtherance of this Agreement in standard form and substance), or to enable Methode to acquire the same rights in the ASCI Purchased IP as currently held by ASCI.

Organization, Power and Qualification. ASCI is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New Mexico, and has all requisite corporate power and authority to own the ASCI IP and transfer the same to Methode.

Title to Purchased Technology. ASCI is the sole and exclusive owner of the ASCI Patents, free and clear of all encumbrances (except, in the case of the ASCI Licensed Patents and ASCI Capacitive Know-How, for the Existing ASCI Licenses) and has the right to freely assign its interest therein. ASCI has an absolute (but not necessarily exclusive) right to use the ASCI Piezoelectric Know-How and ASCI Capacitive Know-How, free and clear of all encumbrances (except, in the case of the ASCI Licensed Patents and ASCI Capacitive Know-How, for the Existing ASCI Licenses) and has the right to freely assign its interest therein. Except for the grants of licenses pursuant to the Existing ASCI Licenses, no person other than ASCI owns any right, title, license or other interest or has any right to a royalty or payment of any kind with respect to any ASCI IP. ASCI and Kithil have the right, and will have the right, to assign to Methode all right, title and interest, free of any encumbrances (except for the interest of any co-inventors) in ASCI Improvement Patents assigned by Kithil to Methode pursuant to Section 4.3. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not alter or impair the rights of Methode, as successor in interest to ASCI, with respect to the ASCI Purchased Patents or the ASCI Piezoelectric Know-How. The exercise and consummation of the Purchase Option by Methode will not alter or impair the rights of Methode, as successor in interest to ASCI, with respect to the ASCI Licensed Patents or the ASCI Capacitive Know-How, subject to the provisions of Section 2.7.

Patent Maintenance. Exhibit A and Exhibit B hereto lists and identifies correctly and completely all ASCI Purchased Patents and ASCI Licensed Patents, respectively, together with the jurisdiction, applicable application or patent number; and the filing or issue date. Except as noted on Exhibit A or Exhibit B, as applicable, all ASCI Patents are in full force in compliance with all formal United States Patent and Trademark Office or corresponding foreign patent governmental entity filing requirements and are not subject to any maintenance fees or taxes or pending actions (including pending office actions issued by a governmental authority), the deadline for which has passed or is due within sixty (60) days after the Effective Date. To the actual knowledge of ASCI and Kithil, no facts or circumstances exist which could reasonably be expected to cause or likely to cause a determination that any issued ASCI Patent is invalid.

Infringement. To the actual knowledge of ASCI and Kithil, there are no claims of third party infringement whereby the practice of the ASCI IP infringes upon any third party's intellectual property rights; provided, that Methode acknowledges that ASCI and Kithil have not performed an infringement analysis concerning the ASCI IP and that ASCI makes no representation or warranty concerning the sufficiency of any investigation it may have made with respect to such matters; provided, further, that ASCI has disclosed, and Methode has acknowledged, possible claims based on U.S. Patent No. 6,484,080 and any such claims shall not constitute a breach of this warranty.

Contracts. Except for the Existing ASCI Licenses, ASCI is not a party to, or bound by, any oral or written contracts which relate to the ownership, use or licensing of any ASCI IP, except that ASCI has entered into contracts with all inventors of the ASCI Patents assigning such ASCI Patents to ASCI.

Excluded Fields. The Excluded Fields, as defined herein, are no narrower or broader than the fields of exclusivity granted to certain licensees under the Existing ASCI Licenses as of the Effective Date.

Litigation. There are no lawsuits, proceedings, claims or governmental investigations pending or, to ASCI's actual knowledge, threatened against, or involving, the ASCI IP, and there is no basis known to either of ASCI or Kithil for any such action; provided, that ASCI has disclosed, and Methode has acknowledged, possible claims based on U.S. Patent No. 6,484,080 and any such claims shall not constitute a breach of this warranty. There are no judgments, consents, decrees, injunctions, or any other judicial or administrative mandates involving the ASCI IP outstanding against ASCI.

By Methode. Methode represents and warrants to ASCI that:

Authority. Methode has all necessary power and authority to make, execute and deliver this Agreement and the Security Agreement, and to consummate the transactions contemplated hereby and thereby. This Agreement constitutes, and all other agreements and documents to be executed and delivered by Methode pursuant hereto will constitute, valid and binding agreements of Methode, enforceable in accordance with their respective terms (subject, as to the enforcement of remedies, to general equitable principles and to bankruptcy, insolvency and similar laws affecting creditors' rights generally). The execution, delivery and performance of this Agreement and the other agreements and documents to be executed and delivered herewith, and the consummation of the transactions contemplated hereby and thereby, have been duly approved and authorized by all necessary corporate actions on behalf of Methode.

No Violation; No Conflict. Neither the execution and delivery of this Agreement by Methode, nor of the Security Agreement, nor the consummation by it of the transactions contemplated hereby or thereby, will constitute a violation of, or be in conflict with: (a) any judgment, decree, order, regulation or rule of any governmental authority; (b) any law, regulation or order of any governmental authority, or (c) any term or provision of the organizational documents of Methode. No consent of, or notice to, any governmental authority, or any private person, is required to be obtained or given by

Methode in connection with the execution, delivery or performance of this Agreement or the Security Agreement by Methode. Methode represents and warrants that it has not granted any security interest which conflicts with or covers the security interest granted to ASCI in the Security Agreement.

c. Organization, Power and Qualification. Methode is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to acquire the ASCI IP.

Disclaimers. The limited warranties of the parties set forth in this Agreement are in lieu of all warranties, express or implied, with respect to the ASCI Patents or other subject matter hereof. Nothing in this Agreement shall be construed as a representation or warrant by ASCI that (a) any ASCI Patents will issue based on pending applications or that any ASCI Patents will be valid, or if any ASCI Patents issue what the breadth or scope of the claims thereof shall be; (b) the ASCI IP will perform as anticipated by the parties; or (c) Methode's use of the ASCI IP is not subject to regulation by any local, state or federal government or agency thereof. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES MAKE ANY REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT CLAIMS, ISSUED OR PENDING, THE ABSENCE OF LATENT OR OTHER DEFECTS, OR INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO ANY OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER THEY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

Allocation of Risk. The parties acknowledge and agree that the payments set forth in this Agreement reflect the allocation of risk between the parties, limitation of liability and remedies described in this Agreement. A modification of the allocation of risks set forth in this Agreement would affect the payments stipulated by this Agreement, and in consideration of such payments, the parties agree to such allocation of risk.

Article 9 Products Liability

Product Defects. ASCI shall have no responsibility for determining whether (a) the designs of Covered Products made by or for Methode are suitable for the uses intended by purchasers of such products, or (b) the Covered Products made by or for Methode are manufactured and tested to ensure that such products are not defective.

Indemnification. Methode will have no recourse against ASCI, and will indemnify and hold harmless ASCI, its directors, officers, employees, Affiliates and agents from and against

any and all (a) claims, demands, causes of action, expenses, damages, losses and liabilities (collectively, "Claim") (including those arising on account of any injury or death of persons or damage to property) asserted by any third party that may arise as a result the manufacture, use, and/or sale of the ASCI IP and Covered Products by Methode, its Affiliates, licensees or sublicensees (excluding any license granted pursuant to Section 2.7(b)), and (b) costs and expenses incurred by ASCI or Kithil, including reasonable attorneys fees, in enforcing this indemnity with respect to such Claims; provided however, Methode shall have no obligation to indemnify ASCI for any Claim (or ASCI expenses relating thereto) arising from any breach of this Agreement by ASCI or Kithil. The indemnity set forth in this paragraph shall apply only if (x) Methode shall have been informed as soon and as completely as practical by ASCI of the action alleging any such Claim, (y) Methode shall have been given sole control over the defense and/or settlement of such Claim, and (z) ASCI has provided, at Methode's expense, all available information and assistance requested by Methode in the defense against said Claim.

Article 10 Default

Term; Survival of Rights and Obligations. This Agreement shall commence upon the Effective Date and continue in force until the expiration or adjudication of invalidity of the last claim of any ASCI Purchased Patent, ASCI Licensed Patent or ASCI Improvement Patent. The provisions of Articles 1, 7, 9, 12, 14 and 15 and Sections 2.1, 2.2, 2.8, 8.3 and 8.4 shall survive the expiration of this Agreement. The parties acknowledge and agree that the license granted by ASCI to Methode pursuant to Section 2.2 is a license to rights to intellectual property contemplated under Section 365(n) of the United States Bankruptcy Act, as amended from time to time.

Default by Methode. Methode will be deemed in default under this Agreement if, subject to Article 11, Methode fails to perform any obligation required to be performed by Methode under this Agreement or to cure any such failure within sixty (60) days after notice from ASCI that the time herein provided for such performance has passed, or, if no such time is prescribed, within sixty (60) days after notice from ASCI.

Default by ASCI. ASCI will be deemed in default under this Agreement if, subject to Article 11, ASCI and/or Kithil fails to perform any obligation required to be performed by ASCI or Kithil under this Agreement or to cure any such failure within sixty (60) days after notice from Methode that the time herein provided for such performance has passed, or if no such time is prescribed, within sixty (60) days after notice from Methode.

Remedy for Default. If Methode is in default as specified in Section 10.2, ASCI may terminate the license granted under Section 2.2 of this Agreement and may pursue any remedy under this Agreement or otherwise available to ASCI. If ASCI is in default as specified in Section 10.2, Methode may pursue any remedy under this Agreement or otherwise available to Methode.

Equitable Relief. ASCI and Kithil each acknowledge that the restrictions contained in any of Section 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, 4.3 and 6.3 and Articles 7, 12 and 13 are reasonable and necessary to protect the legitimate interests of Methode and that any violations of any such

provisions will result in irreparable injury to Methode and that, therefore, Methode shall be entitled to specific performance, preliminary and permanent injunctive relief in any court of competent jurisdiction, which rights shall be cumulative and in addition to any other rights or remedies to which Methode may be entitled.

Article 11 Delay

Notice of Delay. If ASCI or Methode is unable to perform or is delayed in performing any of its respective obligations under this Agreement, then the party who is unable to perform or is delayed in performing will give the other party notice of such inability to perform or delay in performing as soon as reasonably possible under the circumstances including information regarding the cause or reasons for such inability to perform or delay in performing.

Excusable Delay. If either ASCI or Methode is prevented from performing or is delayed in performing any of its respective obligations under this Agreement due to any circumstance beyond its reasonable control (including but not limited to strikes, war, an act of god, a public enemy, interference by any civil or military authority, or inability to secure governmental approval, materials or services or similar cause), but not due to its negligence, and gives notice to the other party, then the time for performance of any such obligation (except the payment of any sum due hereunder) will be extended for a period equal to the number of days during which performance thereof was prevented or delayed and during such period such party will not be deemed in default under this Agreement.

Article 12 Noncompete

Piezoelectric Noncompete. In consideration of the benefits to be obtained by ASCI and Kithil as a result of the acquisition by Methode of the ASCI Purchased Patents and ASCI Piezoelectric Know-How, and in order that Methode may have and enjoy the full benefit of its acquisition of the ASCI Purchased Patents and ASCI Piezoelectric Know-How, during the Restricted Period, neither ASCI nor Kithil shall, directly or indirectly, anywhere in the world, engage in any business competitive with or sell products competitive with ASCI Crashpoint, products utilizing piezoelectric sensors or systems or any other products utilizing the ASCI Purchased Patents or ASCI Piezoelectric Know-How in any manner, without prior written approval of Methode.

Capacitive Noncompete. In the event that Methode exercises the Purchase Option, in consideration of the benefits to be obtained by ASCI and Kithil as a result of such exercise and the acquisition by Methode of the ASCI Licensed Patents and ASCI Capacitive Know-How, and in order that Methode may have and enjoy the full benefit of its acquisition of the ASCI Licensed Patents and ASCI Capacitive Know-How, during the Restricted Period, neither ASCI nor Kithil shall, directly or indirectly, anywhere in the world, engage in any business competitive with or sell products competitive with ASCI MINDS or ASCI PASS, products utilizing capacitive sensors or systems or any other products utilizing the ASCI Licensed Patents or ASCI Capacitive Know-How, without prior written approval of Methode.

Directly or Indirectly. For purposes of this Article 12, the phrase "directly and indirectly" shall include (i) acting personally or as an agent, representative, consultant, officer, director, manager, independent contractor, or employee of any entity or enterprise that is engaging in an activity which such party would be prohibited under this Agreement from engaging, (ii) participating in any entity or enterprise that is engaging in an activity which such party would be prohibited under this Agreement from engaging, whether as an investor, owner, partner, proprietor, limited partner, joint venturer, creditor (other than accounts receivable in the ordinary course of business), member, shareholder or other equity owner, or by means of any corporate or other device; or (iii) contracting with an unaffiliated person for such person to engage in an activity which such party would be prohibited under this Agreement from engaging. Notwithstanding the foregoing, this Article 12 shall not be construed to prohibit the ownership by ASCI or Kithil of not more than two percent (2%) of the capital stock of any corporation having a class of securities registered pursuant to the Securities Exchange Act of 1934, as amended.

Severability: Blue Penciling. The parties agree that the necessity of each of the restrictions set forth in this Article 12 and the nature and scope of each such restriction has been carefully considered, bargained for and agreed to by all parties hereto. The parties hereby agree and acknowledge that the duration, scope and geographic area applicable to each of the restrictions set forth in this Article 12 are fair, reasonable and necessary. The consideration provided for in Articles 3 and 4 and the mutual covenants contained herein are sufficient and adequate to compensate each of ASCI and Kithil for agreeing to each of the restrictions contained in this Article 12. However, in the event that any portion of this Article 12 is determined by any court of competent jurisdiction to be unenforceable or invalid for any reason, including by reason of the Restricted Period being too long, the geographic scope covered hereby being too expansive, or the amount of restricted activities is too numerous, such provision or portion of a provision shall be modified or deleted in such a manner that this Article 12 shall be interpreted to extend only over the maximum period of time, geographic area or range of activities as to which it may be enforceable. Each provision and part of a provision of this Article 12 shall be deemed a separate and severable covenant. It is the desire and intent of the parties that the provisions of this Article 12 shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which such enforcement is sought. Accordingly, a court of competent jurisdiction is directed to modify any provision to the extent necessary to render such provision enforceable, and if such cannot be lawfully done, to sever any such portion of a provision, but only such portion of a provision as necessary to cause the remaining provisions or portions of such provision to be enforceable.

Article 13 Assignment

13.1 **Assignment.** Neither party may assign or transfer this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. ASCI may assign its right to receive payments under Article 3 of this Agreement; provided, no such assignment shall in any manner affect either party's rights or obligations under this Agreement.

Method Change in Control. If any Method Change of Control occurs within thirty-six (36) months of the Effective Date, ASCI shall, at its sole option, have the right within one hundred twenty (120) days of such Method Change of Control to (a) if and only if Methode has not exercised the Complete Payment Buyout, require Methode to pay to ASCI three million two hundred fifty thousand dollars (\$3,250,000), in which case Section 3.1(d) shall terminate and any subsequent amounts payable by Methode thereunder shall no longer be due, and (ii) if and only if Methode has not exercised either the Partial Payment Buyout or the Complete Payment Buyout, require Methode to pay to ASCI seven hundred fifty thousand dollars (\$750,000), in which case Sections 3.1(b) and (c) shall terminate and any subsequent amounts payable by Methode thereunder shall no longer be due.

purposes of this Section 13.2, a "Method Change of Control" means the occurrence of any of the following events (a) any "person" or "group" (as such terms are used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act")) is or becomes the "beneficial owner" (as defined in Rule 13-d under the Exchange Act) of securities representing more than twenty five percent (25%) of the securities of Methode; provided that for this purpose beneficial ownership shall not include securities acquired (i) directly from Methode, (ii) in any merger or business combination of Methode with one or more corporations as a result of which the holders of outstanding securities of Methode immediately prior to such transaction own at least fifty percent (50%) or more of the securities of the surviving or resulting corporation, or (iii) by any employee benefit plan (or related trust) sponsored or maintained by Methode; (b) any merger or business combination of Methode with one or more corporations as a result of which the holders of outstanding securities of Methode immediately prior to such transaction no longer own at least fifty percent (50%) or more of the securities of the surviving or resulting corporation; or (c) the liquidation or sale of all or substantially all of the assets of Methode.

Article 14 Notice

Notices. All notices or other communications required by this Agreement shall be in writing and shall be sent by courier, registered, certified or first-class mail, fax, or electronic mail, and shall be regarded as properly given in the case of a courier upon actual delivery to the proper place of address; in the case of a letter, seven (7) days after the registered, certified or first-class mailing date if the letter is properly addressed and postage prepaid; in the case of fax, on the day following the date of transmission if properly addressed and successfully transmitted to the correct number; and in the case of electronic mail, on the day following the date of transmission if properly addressed and if an automatically generated delivery confirmation has been received; and shall be regarded as properly addressed if sent to the parties or their representatives at the addresses given below:

If to Methode:	Method Electronics, Inc. 7401 West Wilson Avenue Chicago, Illinois 60706 Attn: President
Facsimile No.:	708-867-3288
Electronic Mail:	dduda@methode.com

With a copy to:
(which copy shall
not constitute notice)

James W. Ashley, Jr.
Lord, Bissell & Brook LLP
115 S. LaSalle Street
Chicago, Illinois 60603
312-896-6573
jashley@lordbissell.com

Facsimile No.:
Electronic Mail:

If to ASCI or Kithil:

Advanced Safety Concepts, Inc.
552 Aqua Fria Street
Santa Fe, New Mexico, 87501
Attn: President
505-986-0337
pkithil@earthlink.net

Facsimile No.:
Electronic Mail:

Any party may designate a different address by notice to the other party given as provided above.

Wire Transfers. All wire transfers of funds from Methode to ASCI shall be sent to:

Bank:	Bank of America
Address:	1234 St. Michael's Drive Santa Fe, NM 87505
Account No.:	001100922283
ABA Routing No.:	0260-0959-3
Account Name:	Advanced Safety Concepts, Inc.
Telephone No.:	505-469-0902
Facsimile No.:	505-986-0337

Article 15 Miscellaneous

Interpretation. The headings and titles to the Articles and Sections of this Agreement are inserted for convenience only and will not be deemed a part of this Agreement or affect the construction or interpretation of any provision of this Agreement. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identify of the person may in the context require. The use of the words "include," "including" or variations thereof in this Agreement shall be by way of example rather than by limitation. The parties have participated, or had the opportunity to participate in, the negotiation and drafting of this Agreement or requested, or had the opportunity to request, amendments to this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Entire Agreement. This Agreement, together with the Exhibits and the Security Agreement, comprise the entire agreement between Methode and ASCI and supersedes all other agreements, oral or written, heretofore made with respect to the ASCI IP or Covered Products and the transactions contemplated by this Agreement.

Further Assurances. The parties shall, as reasonably requested, do, execute, acknowledge, deliver and file, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested in order to carry out the purposes of the transactions hereunder, including the delivery of assignment documentation reflecting the transfer from ASCI to Methode of the foreign patents and patent applications.

Modifications. This Agreement may be amended only in writing signed by both parties.

Waiver. No waiver of any right or remedy in respect of any occurrence or event on one occasion will be deemed a waiver of such right or remedy in respect of such occurrence or event on any subsequent occasion. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party, of its rights hereunder.

Remedies. Unless otherwise expressly provided in this Agreement, the rights and remedies set forth in this Agreement are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

Governing Law. The validity, construction, interpretations and enforceability of this Agreement will be determined and governed by the laws of the state of Illinois, without regard to its conflicts of laws.

Dispute Resolution Procedures. In the event of any controversy or claim between the parties as to any provision of this Agreement, upon the written request of either party, the matter shall immediately be referred jointly to the respective management of each party for decision. In the case of Methode such management shall be represented by the President of Methode or person appointed by the President, and in the case of ASCI, such management shall be represented by the President or a person appointed by the President. The meeting of such management will be held at a location to be mutually agreed-upon or by telephone. If such persons do not agree upon a decision within thirty (30) calendar days after reference of the matter to them, then the parties agree to arbitration of the controversy or claim.

Exhausting the procedures set forth in the preceding paragraph, any remaining controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be resolved by the determination of a board of three (3) arbitrators without appeal under the Rules of the American Arbitration Association. The site of the arbitration, unless the parties agree otherwise, shall be in Chicago, Illinois if ASCI demands such arbitration and shall be in New Mexico if Methode demands such arbitration. Each party shall designate one arbitrator and the third arbitrator with general knowledge of the subject matter related to the controversy shall be chosen by the two so designated. The arbitration shall be conducted in the English language and the arbitrator's report will be submitted within six (6) months of initiating the proceedings. The award may be entered in any court having jurisdiction thereover, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

Notwithstanding anything to the contrary in this Section 15.8, nothing herein shall require either party to forego or delay for any reason any action or claim for injunctive relief in the event of any breach or threatened breach identified.

██████████ Counterparts. This Agreement may be executed in multiple counterparts with equal force and effect, and each such counterpart will be deemed an original of this Agreement.

██████████ Reasonableness. The covenants and undertakings of this Agreement are considered by the parties hereto to be reasonable in all circumstances. However, except as explicitly provided in this Agreement, if one or more of such covenants and undertakings should be held invalid for any reason whatsoever by any court, administrative agency, or arbitration board, but would have been held valid if part of the wording thereof had been deleted or a period of time thereof reduced or the range of activities or the area dealt with thereby reduced in scope, the said covenants and undertakings shall apply with such modification as may be necessary to make them valid and effective.

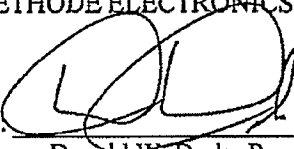
██████████ No Third Party Beneficiaries. Nothing in this Agreement is intended nor shall it be construed to give any person, other than the parties hereto and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provisions hereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first shown hereinabove.

METHODE ELECTRONICS, INC.

ADVANCED SAFETY CONCEPTS, INC.

By: 
Donald W. Duda, President

By: _____
Philip W. Kithil, President

AGREED as to Articles 1, 4, 7, 10, 12, 13, 14 and 15 and Sections 2.5 and 5.3

PHILIP W. KITHIL

Philip W. Kithil, for himself

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first shown hereinabove.

METHODE ELECTRONICS, INC.

ADVANCED SAFETY CONCEPTS, INC.

By: _____
Donald W. Duda, President

By: 
Philip W. Kithil, President

AGREED as to Articles 1, 4, 7, 10, 12, 13, 14 and 15 and Sections 2.5 and 5.3

PHILIP W. KITHIL

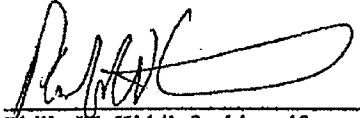

Philip W. Kithil, for himself

EXHIBIT A
ASCI Purchased Patents

1. U.S. Provisional Patent Application Serial Number 60/350,054 for "Omni-Directional Crash Sensor" filed January 16, 2002 (expired).
2. U.S. Provisional Patent Application Serial Number 60/408,802 for "PVDF Stress Wave Sensor" filed September 5, 2002 (expired).
3. U.S. Provisional Patent Application Serial Number 60/482,695 for "Crash Sensing Via Piezoelectric Sensor" filed June 25, 2003.
4. PCT Application Number PCT/US03/01603 filed January 16, 2003 for "Omni-Directional Crash Sensor."

EXHIBIT B
ASCI Licensed Patents

ASCI Issued U.S. Patents (these subsume their underlying patent applications):

- ✓1. U.S. Patent Number 5,366,241, titled "Automobile Air Bag System" (November 22, 1994).
2. U.S. Patent Number 5,602,734, titled "Automobile Air Bag System" (February 11, 1997). *X-Forward TO METHODE*
- ✓3. U.S. Patent Number 5,691,693, titled "Impaired Transportation Vehicle Operator System" (November 25, 1997)
- ✓4. U.S. Patent Number 5,802,479, titled "Motor Vehicle Occupant Sensing Systems" (September 1, 1998).
- ✓5. U.S. Patent Number 5,844,486, titled "Integral Capacitive Sensor Array" (December 1, 1998).
- ✓6. U.S. Patent Number 6,275,146, titled "Vehicle Occupant Sensing" (August 14, 2001).
- ✓7. U.S. Patent Number 6,014,602, titled "Motor Vehicle Occupant Sensing System" (January 11, 2000).
- ~~8. U.S. PATENT NO. 6,794,728 FOR "CAPACITIVE SENSORS IN VEHICLE ENLIGHTENMENTS"~~
L EXCLUSIVE TO PPG

ASCI Issued International Patents (these subsume their underlying patent applications):

1. Japan Patent Number 3,229,961 registered 14 September 2001, titled "Impaired Transportation Vehicle Operator System".
2. European Patent Number 0,853,559 granted 20 March 2002, titled "Impaired Transportation Vehicle Operator System".
3. Germany, Patent Number 696 19 995.5-08 granted 20 March 2002, titled "Impaired Transportation Vehicle Operator System".
4. France Patent Number 0 853 559 granted 20 March 2002, titled "Impaired Transportation Vehicle Operator System".
5. Italy Patent Number 69682 BE 2002 granted 20 March 2002, titled "Impaired Transportation Vehicle Operator System".
6. Great Britain Pat. No. 0 853 559 granted 20 March 2002, titled "Impaired Transportation Vehicle Operator System".

7. European Patent Number 0782515 granted June 13, 2002, titled "Automobile Air Bag System" (lapsed, in process of being revived).
8. Germany Patent Number 69527536.4-08 granted June 13, 2002, titled "Automobile Air Bag System" (lapsed, in process of being revived).
9. France Patent Number 0 782 515 granted June 13, 2002, titled "Automobile Air Bag System" (lapsed, in process of being revived).
10. Great Britain Patent Number 0 782 515 granted June 13, 2002, titled "Automobile Air Bag System" (lapsed, in process of being revived).
11. Italy Patent Number 51470/BE/2002 granted June 13, 2002, titled "Automobile Air Bag System" (lapsed, in process of being revived).

ASCI U.S. Patent Applications:

1. U.S. Provisional Patent Application Serial Number 60/246,658 for "Drowsy Operator Detection Process" filed November 7, 2000 (expired).
2. U.S. Provisional Patent Application Serial Number 60/138,139 for "Capacitive Occupant Sensor Integrated in Airbag Cover" filed June 8, 1999 (expired).
3. U.S. Provisional Patent Application Serial Number 60/121,653 for "Force Detecting Capacitive Sensor Embedded in a Transparency Product" filed February 24, 1999 (expired).
4. U.S. Provisional Patent Application Serial Number 60/032,265 for "Noncontacting Switch Responsive to Human Body Proximity or Motion" filed December 3, 1996 (expired).
5. U.S. Provisional Patent Application Serial Number 60/227,135 for "Moisture Sensing Methods and Apparatuses" filed August 22, 2000 (expired).
6. U.S. Patent Application Serial Number 09/687,187 for "Motor Vehicle Occupant Sensing Systems" filed October 12, 2000 (lapsed).
7. U.S. Patent Application Serial Number 09/930,368 for "Vehicle Occupant Sensing" filed August 14, 2001 (lapsed).
8. U.S. Patent Application Serial Number 09/155,537 for "Capacitive Sensing in Vehicles" filed September 29, 1998 (lapsed).
9. U.S. Patent Application Serial Number 09/480,877 for "Motor Vehicle Occupant Sensing Systems" filed January 10, 2000 (on appeal).

10. U.S. Patent Application Serial Number 09/914,285 for "Capacitive Sensors for Vehicular Environments" filed August 24, 2001. - *GRANTED AS U.S. 6,794,728*

ASCI International Patent Applications:

1. Patent Cooperation Treaty Application Number PCT/US95/12077 filed September 22, 1995 for "Automobile Air Bag System" (lapsed).
2. Patent Cooperation Treaty Application Number PCT/US96/14060 filed August 27, 1996 for "Impaired Transportation Vehicle Operator System" (lapsed).
3. Patent Cooperation Treaty Application Number PCT/US97/03510 filed March 7, 1997 for "Motor Vehicle Occupant Sensing Systems" (lapsed).
4. Patent Cooperation Treaty Application Number PCT/US97/06822 filed April 23, 1997 for "Vehicle Occupant Sensing" (lapsed).
5. Patent Cooperation Treaty Application Number PCT/US98/15505 filed July 23, 1998 for "Capacitive Sensing in Vehicles" (lapsed).
6. Patent Cooperation Treaty Application Number PCT/US00/04765 filed February 24, 2000 for "Capacitive Sensors for Vehicular Environments" (lapsed).
7. PCT Application Number PCT/US01/47612 filed November 7, 2001 for "Drowsy Operator Detection Process" (lapsed).

ASCI Foreign National Entry Patent Applications:

1. European Patent Application Serial Number 97921350.1 for "Vehicle Occupant Sensing" filed October 8, 1998 (lapsed).
2. European Patent Application Serial Number 97908908.3 for "Motor Vehicle Occupant Sensing Systems" filed October 8, 1998 (lapsed).
3. Japan Patent Application Number 08-511092, titled "Automobile Air Bag System" (September 22, 1995).
4. Japan Patent Application Serial Number 09-534408 for "Motor Vehicle Occupant Sensing System" filed March 7, 1997.
5. European Patent Application Serial Number 98939092.7 for "Capacitive Sensing in Vehicles" filed January 28, 2000 (lapsed, in process of being revived).
6. Canada Patent Application Serial Number 2,296,549 for "Capacitive Sensing in Vehicles" filed January 10, 2000 (lapsed, in process of being revived).

7. Japan Patent Application Serial Number 2000-504025 for "Capacitive Sensing in Vehicles" filed January 24, 2000.
8. Canada Patent Application Serial Number 2,361,735 for "Capacitive Sensors for Vehicular Environments" filed July 24, 2001.
9. European Patent Application Serial Number 00914692.9 for "Capacitive Sensors for Vehicular Environments" filed August 7, 2001.
10. Japan Patent Application Serial Number 2000-600858 for "Capacitive Sensors for Vehicular Environments" filed August 22, 2001.
11. Australia Patent Application Serial Number 2002235179 for "Drowsy Operator Detection Process" filed May 12, 2003.
12. Japan Patent Application Serial Number 09-538312 for "Vehicle Occupant Sensing" filed October 9, 1998.