

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lear Corporation	12/31/2009
RECEIVING PARTY DATA	
Name:	Comer Holdings LLC
Street Address:	21624 Melrose Avenue
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48075
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6648484
CORRESPONDENCE DATA	
Fax Number:	(734)623-1625
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248-433-7200
Email:	cburns@dickinsonwright.com
Correspondent Name:	DICKINSON WRIGHT PLLC
Address Line 1:	38525 WOODWARD AVENUE
Address Line 2:	SUITE 2000
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48304-2970
ATTORNEY DOCKET NUMBER:	37345-3
NAME OF SUBMITTER:	Jon E. Shackelford
Total Attachments: 5 source=Scanned_#page1.tif source=Scanned_#page2.tif source=Scanned_#page3.tif source=Scanned_#page4.tif	

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), effective as of December 31, 2009, is between **LEAR CORPORATION** and **LEAR AUTOMOTIVE DEARBORN, INC.**, each a Delaware corporation having an address of 21557 Telegraph Road, Southfield, Michigan, 48034, (collectively "Lear"), and **COMER HOLDINGS LLC**, a Michigan limited liability company having an address of 21624 Melrose Avenue, Southfield, Michigan, 48075, ("Comer"), the parties to this Agreement being referred to individually as a "Party", and collectively as "Parties".

WHEREAS, Lear is the owner of certain patents related to automotive exterior rearview mirror systems (the "Assigned Patents" as defined below), and

WHEREAS, Comer desires to acquire certain ownership rights in the Assigned Patents and Lear desires to grant such ownership rights.

NOW, THEREFORE, in consideration of the foregoing, the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1.0 DEFINITIONS

The terms defined below shall have for all purposes of this Agreement, the respective meaning set forth below. The following definitions are equally applicable to both the singular and plural forms of any of the terms defined.

1.1 "Assigned Patents" means all patents and patent applications listed on Exhibit A attached hereto, and all substitutions, continuations, continuations-in-part, divisions, renewals, and all reissues, re-examinations and extensions thereof.

2.0 ASSIGNMENT

2.1 Lear hereby transfers and assigns to Comer its entire right, title and interest in and to the Assigned Patents, to be held and enjoyed by Comer as fully and entirely as the same could have been held and enjoyed by Lear had this transfer and assignment not been made. Lear further transfers and assigns to Comer all causes of action, rights and remedies arising under any of the Assigned Patents prior to or after the effective date of this Agreement.

3.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

3.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER. THE PARTIES ACKNOWLEDGE THAT THE ASSIGNED PATENTS ARE BEING ASSIGNED "AS-IS", AND LEAR EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY AND ALL PRODUCTS AND PROCESSES DISCLOSED IN ANY OF THE ASSIGNED PATENTS. EACH PARTY FURTHER EXPRESSLY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH PRACTICING ANY PROCESS, OR MAKING, USING, SELLING, OFFERING TO SELL, OR IMPORTING ANY PRODUCT, DISCLOSED IN ANY OF THE ASSIGNED PATENTS, INCLUDING ANY AND ALL CLAIMS AND ACTIONS BASED ON INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

4.0 GOVERNING LAW

4.1 This Agreement shall be deemed to be subject to and made under, and shall be construed and interpreted in accordance with, the laws of the State of Michigan without giving effect to principles of conflict of laws.

5.0 CONSTRUCTION

5.1 Both Parties have had adequate opportunity to obtain legal representation, and this Agreement reflects arms' length negotiations. Neither Party will be deemed the drafter and no ambiguity in the Agreement will be construed against either Party.

6.0 ENTIRE AGREEMENT

6.1 This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified except by subsequent writing executed by both Parties or their duly authorized representatives.

7.0 ASSURANCES

7.1 The Parties hereto, with reasonable diligence, shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party hereto shall execute and deliver such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose and interest of this Agreement and carry out its provisions whether during or after the term.

8.0 INVALIDITY

8.1 If any section, paragraph, or provision of this Agreement, or the application of such section, paragraph, or provision is held invalid or unenforceable by a final judgment or decree, by consent or otherwise, of a court of competent jurisdiction, the remainder of this Agreement and the application of such section, paragraph, or provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

9.0 NO WAIVER

9.1 Waiver by either of the Parties of any term, provision, or condition of this Agreement shall not be construed to be a waiver of any other term provision, or condition, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, provision, or condition. Failure or delay by either Party to require performance of any provision of this Agreement will not affect or impair such Party's right to require full performance of such provisions at any time thereafter.

10.0 COUNTERPARTS

10.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

11.0 REFORMATION

11.1 The Parties hereby agree that neither Party intends to violate any public policy, statutory or common law, rule, regulation, treaty or decision of any government agency or executive body thereof of any country or community or association of countries; that if any word, sentence, paragraph or clause or combination thereof of this Agreement is found, by a court or executive body with judicial powers having jurisdiction over this Agreement or either of its Parties hereto, in a final

unappealed order to be in violation of any such provision in any country or community or association of countries, such words, sentences, paragraphs or clauses or combination shall be inoperative in such country or community or association of countries, and the remainder of this Agreement shall remain binding upon the Parties hereto.

Lear and Comer have caused this Agreement to be executed, in duplicate, by their respective duly authorized representatives on the dates indicated below.

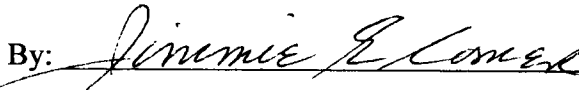
Lear Corporation

By: 

Name: SIMONCINI

Its: CFO

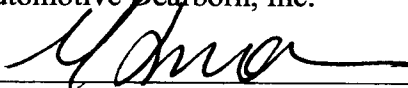
Comer Holdings LLC

By: 

Name: Jimmie E. Comer

Its: President and CEO

Lear Automotive Dearborn, Inc.

By: 

Name: SIMONCINI

Its: CFO

Exhibit A

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
Case for Encapsulating Mirror Element	US	6,648,484	18 Nov. 2003
Automatic Mirror Repositioning	US	5,111,125	05 May 1992
Automatic Mirror Repositioning System Diagnostics	US	5,194,789	16 Mar. 1993
Automatic Repositioning of Mirrors Mounted Within Concave-Shaped Boundaries	US	5,142,209	25 Aug. 1992
Mirror Assembly for the Exterior of an Automotive Vehicle Having a Hand Set	US	5,629,810	13 May 1997
Power Pack for an Automotive Exterior Mirror Assembly	US	5,546,240	13 Aug. 1996
Power Pack for an Automotive Exterior Mirror Assembly	US	5,539,584	23 Jul. 1996
Power Pack for an Automotive Exterior Mirror Assembly	US	5,497,275	05 Mar. 1996
Exterior Mirror With Information Display	DE	69509784	19 May 1999
	US	5,587,699	24 Dec. 1996
	GB	0789653	19 May 1999
	KR	0415065	30 Dec. 2003
Vehicle Mirror Adjustment Gear Train	DE	69515525	08 Mar. 2000
	US	5,701,211	23 Dec. 1997
	MX	200465	10 Jan. 2001
	GB	0814973	08 Mar. 2000
	KR	0396730	21 Aug. 2003
Mirror Motor Mounting Bracket	US	5,604,645	18 Feb. 1997
Vehicle Mirror Outline Seal Gasket	US	5,966,254	12 Oct. 1999
Integral Mirror Bracket Using Gas Assist	US	6,089,523	18 Jul. 2000
Two-Tone Mirror Housing	DE	69906770	09 Apr. 2003
	US	6,070,983	06 Jun. 2000
	GB	1121272	09 Apr. 2003
Exterior Rearview Mirror Assembly	US	4,998,814	12 Mar. 1991

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RECORDED: 04/30/2010

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