

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STRATTEC SECURITY CORPORATION	01/19/2011
RECEIVING PARTY DATA	
Name:	VENTRA GROUP CO.
Street Address:	538 Blanchard Park
City:	TECUMSEH
State/Country:	CANADA
Postal Code:	N8N 2L9
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6571660
CORRESPONDENCE DATA	
Fax Number:	(703)770-7901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	007570-000046
NAME OF SUBMITTER:	Ashley Robertson
Total Attachments: 3 source=Assignment2#page1.tif source=Assignment2#page2.tif source=Assignment2#page3.tif	

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RECORDABLE AGREEMENT

This Assignment, dated as of January 19th, 2011 (the "Agreement Date"), is by and between Strattec Security Corporation d/b/a/ Strattec Power Access, LLC, a ~~Wisconsin~~ ^{DELAWARE} corporation, having a principal place of business at 3333 West Good Hope Avenue, Glendale, Wisconsin 53209-2043, USA ("Assignor"), and Ventra Group Co., a Nova Scotia unlimited liability company, having a principal place of business at 538 Blanchard Park, TECUMSEH, Ontario, Canada N8N 2L9 ("Ventra"), (each a "Party", together, the "Parties").

WHEREAS, Assignor is the owner of U.S. Patent No. 6,571,660, issued June 3, 2003 (the "Patent");

WHEREAS, Ventra desires to acquire the Patent from Assignor; and

WHEREAS, the Parties have signed an Agreement even date herewith, the terms of which are confidential, and the Parties have executed this Assignment for use as a separate document for recordation to preserve the rights granted to Ventra against subsequent purchasers.

NOW THEREFORE, for good and adequate consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Assignment of the Patent and Related Patent Rights.

1.1. Assignor hereby sells, assigns, transfers, and sets over to Ventra, its lawful successors and assigns, Assignors' entire right, title, and interest in and to the aforementioned Patent and any patent or application related to the same by priority or by being directed to the same invention(s), including but not limited to any continuations, divisionals, reissues, reexaminations, and/or foreign counterparts ("Related Patent Rights"), including the right to enforce the same and collect damages for infringements of the same that may have occurred prior to, or may occur on or after, the Agreement Date.

1.2. Assignor further covenants and agrees that it will, without further consideration, communicate with Ventra, its successors and assigns, any facts known to the Assignor, its officers, directors or employees respecting the Patent and any Related Patent Rights and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Patent and any Related Patent Rights in Ventra, its successors and assigns, and generally do everything possible to aid Ventra, its successors and assigns, to obtain and enforce proper patent protection for the Patent and any Related Patent Rights in the United States and any foreign country, if applicable, it being understood that any expense incident to the execution of such papers shall be borne by Ventra, its successors and assigns.

1.3. Assignor shall take all reasonable steps to maintain and protect any and all invention records, prototypes, or other information relating to the development of the invention(s) disclosed and claimed in the Patent so as to enable Ventra to rely on such materials in the event there is a

dispute as to validity and/or priority of invention with respect to the Patent. Additionally, upon execution of this Agreement, Assignor shall make copies of all such records and information, and take photographs of such prototypes, and forward the same to Ventra.

1.4. Upon execution of this Agreement, Assignor reserves no right, title, or interest in the Patent or any Related Patent Rights.

1.5. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by Ventra and when Ventra shall have received counterparts hereof that, when taken together, bear the signatures of each of the Assignor. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

1.6. The words "execution," "signed," "signature," and words of like import in this agreement any or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

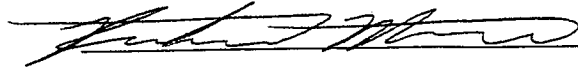
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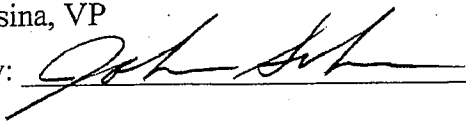
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

STRATTEC SECURITY CORPORATION

By

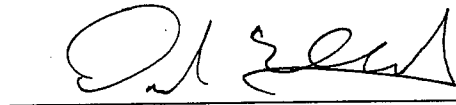


Richard Messina, VP

Witnessed by: 

VENTRA GROUP CO.

By



David Ekblad, CFO

Witnessed by: 