

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Seton Company	01/20/2011
RECEIVING PARTY DATA	
Name:	GST Autoleather Inc.
Street Address:	20 Oak Hollow Drive, Suite 300
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48033
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7552605
CORRESPONDENCE DATA	
Fax Number:	2486496299
Phone:	2486496090
Email:	mdolan@ipdirection.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Gerald E. McGlynn, III
Address Line 1:	2075 West Big Beaver Road
Address Line 2:	Suite 600
Address Line 4:	Troy, MICHIGAN 48084
ATTORNEY DOCKET NUMBER:	0719.00002
NAME OF SUBMITTER:	Gerald E. McGlynn, III
Total Attachments: 8 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of January 3, 2011 ("Effective Date") by and between **Seton Company**, a New Jersey corporation, with an address of 1 Horton Drive, Saxton, Pennsylvania 16678 ("Assignor"), and **GST Autoleather Inc.**, a Delaware corporation, with an address of 20 Oak Hollow Drive, Suite 300, Southfield, Michigan 48033 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated January 3, 2011 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor any and all registered and unregistered Intellectual Property owned by any of the Seller Parties that is used in connection with or that otherwise relates to the business of the Purchased Subsidiaries, including, but not limited to, (i) the trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (the "Trademarks"), (ii) the patents and patent applications set forth on Schedule B attached hereto (the "Patents"), (iii) the domain names set forth on Schedule C attached hereto (the "Domain Names"), (iv) the Yong San Agreement together with all intellectual property licensed to Yong San Co. Ltd. pursuant thereto, and (v) that certain Patent License and Transfer Agreement dated 3 November, 2010, between Seton Company and Johnson Controls GmbH together with all intellectual property licensed pursuant thereto; but excluding intellectual property that was used by Assignor, Seton Acquisition, Incorporated and the Purchased Subsidiaries exclusively in connection with the Purchased Subsidiaries' former business disposed of in the Wrapping Business Sale (collectively, the "Assigned Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor for itself and on behalf of all of the Seller Parties hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Assigned Intellectual Property, for the United States and for all other countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks and Patents.

Assignor shall take all reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the trademark rights assigned herein; (2) the preparation and prosecution of any applications covering the inventions assigned herein; (3) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein; (4) obtaining any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; (5) effectuating the transfer of the Domain Names with the registrar of the Domain Names, and distributing copies of the completed and receipted registrar transfer documents to the parties to this Assignment; and (6) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

After the Closing, Assignor shall endeavor to correct the ministerial error on Attachment 1 to that certain Patent License and Transfer Agreement by and between Seton Company and Johnson Controls, Inc. dated November 3, 2010.

Further, Assignee hereby grants to Assignor, Seton Acquisition, Incorporated and Seton Partnership (collectively, the "Seton Parties"), and the Seton Parties hereby accept, a non-exclusive, perpetual, royalty-free, fully-paid-up, irrevocable right and license, to and under all of the Assigned Intellectual Property for the Seton Parties to perform its or their obligations under the JCI Transaction Documents (subject to the terms of the Noncompetition Agreement).

All capitalized terms not defined herein shall have the meaning assigned to them in the Purchase Agreement.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

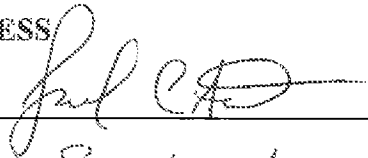
SETON COMPANY

By: 

Name: Timothy A. Turek

Title: Chief Restructuring Officer

WITNESS



Name: Samuel C. Albright

Title: Attorney

Address: 1650 Market St.

Philadelphia, PA 19103

Date: January 20, 2011

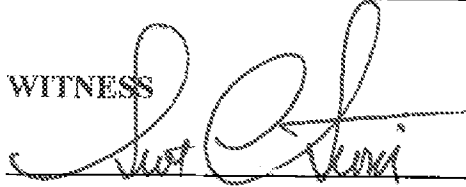
GST AUTOLEATHER INC.

By: 

Name: Edward McAvoy

Title: Senior Vice President and CFO

WITNESS



Name: Scot C. Storrie

Title: Attorney for the Company

Address: 39533 Woodward Ave., Suite 200

Bloomfield Hills, MI 48304

Date: January 3, 2011

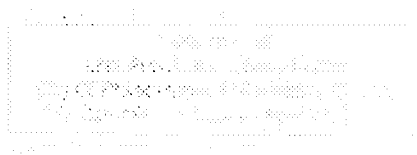
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA) SS.

The foregoing instrument was acknowledged and sworn before me this February 22, 2011
by Timothy A. Turek, Chief Restructuring Officer of Seton Company, a New Jersey corporation,
on behalf of the corporation.

Lucy Anna Zolma


Notary Public

My Commission Expires: 4/3/2011

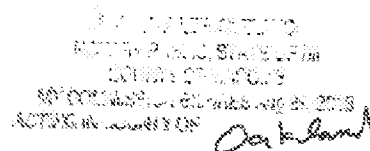


State of Michigan)
)ss
County of Oakland)

The foregoing instrument was acknowledged and sworn before me this January 3, 2011
by Edward McAvoy, Senior Vice President and Chief Financial Officer of GST AutoLeather,
Inc., a Delaware corporation, on behalf of the corporation.



Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 8/27/2013


NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES 8/27/2013
ACTING IN COUNTY OF Oakland

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Country	Reg. No.	Reg. Date	Status
Seton Company	Seton	United States	789255	05/11/1965	Registered

SCHEDULE B

PATENTS AND PATENT APPLICATIONS

Owner	Name	Location	Serial No./ Patent No.	Filing Date/ Issue Date	Status
Seton Company	Method and Apparatus in Real Time Yield Control	United States	6487473	11/26/2002	Issued
Seton Company	Method and Apparatus in Real Time Yield Control	Argentina	AR020421B1	08/29/2005	Issued (abandoned 09/03/10)
Seton Company	Method and Apparatus in Real Time Yield Control	Mexico	230372	09/05/2005	Issued (abandoned 09/03/10)
Seton Company	Method and Apparatus in Real Time Yield Control	Germany	199 41 862	02/06/2003	Issued (abandoned 09/02/10)
Seton Company	Method and Apparatus in Real Time Yield Control	Hungary	225 570	01/31/2007	Issued (abandoned 09/02/10)
Seton Company	Surface Pattern for Leather	Germany	49900250.4	09/03/1999	Issued
Seton Company	Surface Pattern for Leather	Austria	34,338	03/20/1999	Issued
Seton Company	Surface Pattern for Leather	Mexico	990,037	03/05/2004	Issued
Seton Company	Natural Grain Leather	South Africa	2005/02972	12/28/2005	Issued
Seton Company	Natural Grain Leather	EPO	03 808 988.4	10/10/2003	Abandoned
Seton Company	Natural Grain Leather	WIPO	PCT/US03/32328	10/10/2003	National Phase
Seton Company	Natural Grain Leather	United States	7552605	06/30/09	Issued
Seton Company	Natural Grain Leather	Australia	2003301459	08/16/2007	Issued
Seton Company	Natural Grain Leather	Canada	2502456	07/14/2009	Issued
Seton Company	Natural Grain Leather	Mexico	273524	01/20/2010	Issued
Seton Company	Natural Grain Leather	United States	12/360,862	01/28/2009	Published

SCHEDULE C

DOMAIN NAMES

setonleather.com
setonco.com