

PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Lear Corporation EEDS and Interiors	01/30/2013

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 69

Property Type	Number
Patent Number:	5316497
Patent Number:	5363448
Patent Number:	5369706
Patent Number:	5377270
Patent Number:	5398284
Patent Number:	5436539
Patent Number:	5478244
Patent Number:	5486793
Patent Number:	5491404
Patent Number:	5495155
Patent Number:	5568095
Patent Number:	5598476
Patent Number:	5619575
Patent Number:	5714852
Patent Number:	5717376

CH \$2760.00 5316497

Patent Number:	5724028
Patent Number:	5731756
Patent Number:	5757923
Patent Number:	5759055
Patent Number:	5765916
Patent Number:	5801925
Patent Number:	5805423
Patent Number:	5850188
Patent Number:	5859572
Patent Number:	5889603
Patent Number:	5911605
Patent Number:	5933074
Patent Number:	5933090
Patent Number:	5939998
Patent Number:	5940002
Patent Number:	5952937
Patent Number:	5956247
Patent Number:	5973412
Patent Number:	5973611
Patent Number:	5986359
Patent Number:	5995000
Patent Number:	6016676
Patent Number:	6033252
Patent Number:	6053765
Patent Number:	6078252
Patent Number:	6078271
Patent Number:	6097106
Patent Number:	6100814
Patent Number:	6127922
Patent Number:	6131019
Patent Number:	6147420
Patent Number:	6198995
Patent Number:	6225873
Patent Number:	6236333
Patent Number:	6271765

	6299055
Patent Number:	6308083
Patent Number:	6320487
Patent Number:	6333698
Patent Number:	6337675
Patent Number:	6351709
Patent Number:	6411884
Patent Number:	6426706
Patent Number:	6433728
Patent Number:	6512461
Patent Number:	6525645
Patent Number:	6535609
Patent Number:	6556681
Patent Number:	6628247
Patent Number:	7015876
Patent Number:	D428397
Patent Number:	RE35772
Patent Number:	RE36181
Patent Number:	RE36752

**CORRESPONDENCE DATA**

Fax Number: 3125585700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312 558-6352  
Email: lkonrath@winston.com  
Correspondent Name: Laura Konrath  
Address Line 1: 35 W Wacker Drive  
Address Line 2: Winston & Strawn LLP, Suite 2800  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

2378-156

NAME OF SUBMITTER:

Laura Konrath

**Total Attachments: 9**

source=LearPat Sec Ag1#page1.tif  
source=LearPat Sec Ag1#page2.tif  
source=LearPat Sec Ag1#page3.tif  
source=LearPat Sec Ag1#page4.tif  
source=LearPat Sec Ag1#page5.tif  
source=LearPat Sec Ag1#page6.tif

source=LearPat Sec Ag1#page7.tif  
source=LearPat Sec Ag1#page8.tif  
source=LearPat Sec Ag1#page9.tif

GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of January 30, 2013 is made by Lear Corporation EEDS and Interiors, a Delaware corporation, located at 21557 Telegraph Road, Southfield, MI 48033 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of January 30, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Lear Corporation, a Delaware corporation and parent of Grantor ("Borrower"), the Foreign Subsidiary Borrowers, the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower and Foreign Subsidiary Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Grantor and certain other subsidiaries of Borrower have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of January 30, 2013, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

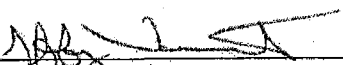
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LEAR CORPORATION EEDS AND INTERIORS

By:   
Name: Jeffrey H. Vanneste  
Title: President, Principal Executive Officer and  
Principal Financial and Accounting Officer  
Date: January 28, 2013

JPMORGAN CHASE BANK, N.A.  
as Collateral Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:  
Date:


[Patent Short Form Agreement Signature Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LEAR CORPORATION EEDS AND INTERIORS

By: \_\_\_\_\_  
Name:  
Title:  
Date:

JPMORGAN CHASE BANK, N.A.  
as Collateral Agent for the Lenders

By:  \_\_\_\_\_  
Name: Richard W. Duker  
Title: Managing Director  
Date: January 30, 2013

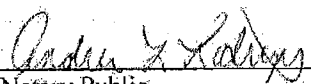
[Patent Short Form Agreement Signature Page]



ACKNOWLEDGMENT OF BORROWER

STATE OF MICHIGAN     )  
                                  ) ss  
COUNTY OF OAKLAND    )

On the 20<sup>th</sup> day of January, 2013, before me personally came Jeffrey H. Vanneste, who is personally known to me to be the President, Principal Executive Officer and Principal Financial and Accounting Officer of Lear Corporation EEDS and Interiors, a Delaware corporation; who, being duly sworn, did depose and say that he is the President, Principal Executive Officer and Principal Financial and Accounting Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation

  
\_\_\_\_\_  
Notary Public

ANDREA L. RODRIGUEZ  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Sep 1, 2016  
COUNTY OF OAKLAND  
(PLACE STAMP AND SEAL ABOVE)


[Patent Short Form Acknowledgment]

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF *New York* )  
COUNTY OF *New York* )<sup>ss</sup>

On the 30th day of January, 2013, before me personally came Richard W. Duker, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Managing Director in such national banking association the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

MARGARITA TORRES  
Notary Public, State of New York  
Qualified in Bronx County  
No. 01TC0041082  
My Commission Expires May 1, 20 14

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Patent Short Form Acknowledgment]

**SCHEDULE A**  
Patents/Patent Applications

<b>Title</b>	<b>Patent No.</b>	<b>Application No.</b>
Electrical connector	5316497	08/082085
Pseudorandom number generation and cryptographic authentication	5363448	08/086080
Resynchronizing transmitters to receivers for secure vehicle entry using cryptography or rolling code	5369706	08/148665
Pseudorandom number generation and cryptographic authentication	5377270	08/085423
Cryptographic encoding process	5398284	08/148667
Adaptive window lift control with pinch force based on object rigidity and window position	5436539	08/113295
Hybrid junction box	5478244	08/342646
Balanced RF oscillator and transmitter	5486793	08/342721
Current sense with virtual ground	5491404	08/193313
Device in a power delivery circuit	5495155	08/344537
Balanced oscillator and transmitter arrangement	5568095	08/448759
Random clock composition based cryptographic authentication process and locking system	5598476	08/548384
Pseudorandom composition based cryptographic authentication process	5619575	08/294147
Three state switch detection using current sensing	5714852	08/713475
System for determining failure of remote sensing device	5717376	08/707328
RF remote system with drive away prevention	5724028	08/868327
Universal encrypted radio transmitter for multiple functions	5731756	08/728559
Method of generating secret identification numbers	5757923	08/635145
Interlocking terminal connection	5759055	08/867179
Memory seat with soft and hard travel limits	5765916	08/811267
Electronic integration in service boxes	5801925	08/693731
Battery contact and retention apparatus for printed circuit boards	5805423	08/650014
Self diagnosing remote entry apparatus	5850188	08/763195
Oscillator and transmitter arrangement for power specific applications having parasitic impedances	5859572	08/847237
Optical drive away prevention security system	5889603	08/760248

**SCHEDULE A**  
Patents/Patent Applications

<b>Title</b>	<b>Patent No.</b>	<b>Application No.</b>
Universal terminal connection	5911605	08/951401
Remote control transmitter broadcasting RF signals conveying plural information components	5933074	09/103017
Method and apparatus for field programming a remote control system	5933090	08/702126
System and method for reducing quiescent current in a microcontroller	5939998	08/572767
Security system with random number remote communication	5940002	08/948743
System and method of updating communications in a security system	5952937	08/819664
Reducing input signal levels to a microprocessor	5956247	08/792690
Vehicle security system with low power transmitter	5973412	09/098153
Hands free remote entry system	5973611	08/410915
Power delivery circuit with short circuit protection	5986359	08/636799
Wireless compass for vehicles	5995000	09/093761
Universal fob	6016676	09/130011
Component retaining device	6033252	09/006871
Electrical connector incorporating a light	6053765	09/173816
Vehicle wireless switching system	6078252	08/825322
Multiple-frequency programmable transmitter	6078271	09/027323
Vehicle security system with local area pager and anti-drive away protection	6097106	09/196655
Remote control wake up detector system	6100814	08/646417
Vehicle security system with remote systems control	6127922	09/197402
Vehicle communication system with trainable transmitter	6131019	09/099693
Wireless switching system	6147420	09/125369
Sleep mode for vehicle monitoring system	6198995	09/052782
Frequency shift key modulating oscillator	6225873	08/566270
Passive remote keyless entry system	6236333	09/098612
Passive garage door opener	6271765	09/088933

**SCHEDULE A**  
Patents/Patent Applications

<b>Title</b>	<b>Patent No.</b>	<b>Application No.</b>
Manufacturing processes of service boxes and their parts	6299055	09/423442
Integrated cellular telephone with programmable transmitter	6308083	09/098147
Control device with tailored feedback	6320487	08/823964
Expandable multiple frequency programmable transmitter	6333698	09/188978
Display system with automatic and manual brightness control	6337675	08/961365
Vehicle navigation system with route updating feature	6351709	09/203410
Auto PC module enclosure	6411884	09/162306
Safety warning transceiver	6426706	09/196654
Integrally molded remote entry transmitter	6433728	09/235701
Method of teaching transmitter codes to remote receivers	6512461	08/721606
Integrated remote keyless entry and garage door opener using a universal repeater	6525645	09/139710
Cabin communication system	6535609	08/868212
Reconfigurable universal trainable transmitter	6556681	09/140022
Display system with latent image reduction	6628247	09/067132
Heads-up display with improved contrast	7015876	09/090071
Icon for vehicle navigation guidance display	D428397	29/081011
Solenoid system for, for example, a brake/shift interlock for vehicular transmission control	RE35772	08/178047
Pseudorandom number generation and cryptographic authentication	RE36181	08/751932
Cryptographic authentication of transmitted messages using pseudorandom numbers	RE36752	08/771526