

MRD 6-26-00 RECORD/TRA

07-20-2000



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To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Lear Corporation EEDS and Interiors

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State DE
Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

June 15, 2000

Execution Date:

2. Name and address of receiving party(ies)

Name: AcoustiSeal, Inc.

Internal Address:

Street Address: 8485 Prospect Avenue

City: Kansas City State: MO Zip: 64132

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation State DE
Other

If assignee is not domiciled in the United States, a designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s) None

B. Trademark Registration Please see Exhibit A attached hereto.

Additional numbers attached? Yes

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

RETURN TO: Federal Research Corporation 400 Seventh St., N.W., Suite 101 Washington, DC 20004

Street Address:

City: Stat ZIP

6. Total number of applications and registrations 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed
Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

07/19/2000 ASCOTT 00000247 508383

01 FC:481 40.00 OP
02 FC:482 125.00 OP

Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Todd Ramstrom Name of Person

Todd Ramstrom Signature

6/21/00 Date

Total number of pages including cover sheet, attachments, and document 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

## Exhibit A

### Trademarks

#### U.S. Trademarks Registrations

508,383: PERMAGUM  
356,814: PERMAGUM  
1,579,011: PRESST-O-CEL  
213,153: PRESSTITE  
646,967: PRESSTITE  
732,917: PRESSURESEAL & Design

#### Foreign Trademark Registrations

400,019: PERMAGUM (Benelux)  
TMA 374,697: PERMAGUM (Canada)  
140,300: PERMAGUM (Columbia)  
810,337: PERMAGUM (Germany)  
1,416,265: PERMAGUM (France)  
557,063: PERMAGUM (Italy)  
376,769: PERMAGUM (Mexico)  
66141-F: PERMAGUM (Venezuela)  
461,592: PRESST-O-CEL (Benelux)  
TMA 383,221: PRESST-O-CEL (Canada)  
1,540,084: PRESST-O-CEL (France)  
1,397,060: PRESST-O-CEL (Great Britain)  
557,065: PRESST-O-CEL (Italy)  
467,488: PRESST-O-CEL (Mexico)  
144,337: PRESST-O-CEL (Norway)  
158,504: PRESSTITE (Columbia)  
1,416,264: PRESSTITE (France)  
557,064: PRESSTITE (Italy)  
376,770: PRESSTITE (Mexico)  
66142-F: PRESSTITE (Venezuela)  
66143-F: PRESSTITE (Venezuela)  
66144-F: PRESSTITE (Venezuela)

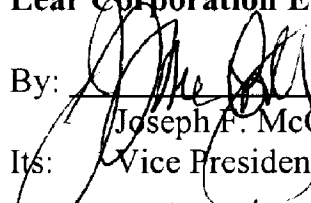
## TRADEMARK ASSIGNMENT AGREEMENT

1. **Parties; Effective Date.** This Trademark Assignment Agreement ("Agreement") is between Lear Corporation EEDS and Interiors, a Delaware corporation ("Assignor"), and AcoustiSeal, Inc., a Delaware corporation ("Assignee"). This Agreement is effective on June 15, 2000 ("Effective Date").
2. **Purpose of Agreement.** Assignor is the owner of certain trademarks, service marks, logos, tradenames and/or other indicia of trade origin as described in Exhibit A of this Agreement (collectively, the "Marks"), and seeks to assign all such Marks to Assignee pursuant to the terms of this Agreement.
3. **Assignment of Marks.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and conveys all right, title and interest in and to all of the Marks, including, without limitation: (a) all goodwill associated with the Marks, and all goodwill associated with the goods and/or services to which the Marks pertain; (b) all registrations, and applications for registrations, for the Marks, and any renewals thereof; (c) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the Marks; (d) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to the Marks; and (e) any and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Mark.
4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties' heirs, representatives, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]

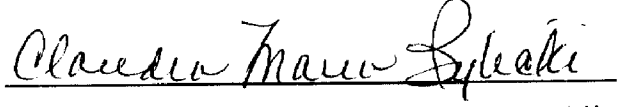
AGREED AND ACCEPTED:

Lear Corporation EEDS and Interiors


By:   
 Joseph F. McCarthy  
 Its: Vice President  
 Date: 6-14-00

STATE OF MICHIGAN )  
 ) ss  
 COUNTY OF Wayne )

On this 14<sup>th</sup> day of June, 2000, before me appeared Joseph F. McCarthy, to me known, who, being duly sworn, did state that he is Vice President of Lear Corporation EEDS and Interiors, and that he acknowledged the foregoing instrument to be the free act and deed of said corporation and the contents thereof to be accurate.


  
 , Notary Public  
 My Commission Expires: 12-08-01

My Commission Expires Dec. 8, 2001

**AcoustiSeal, Inc.**  
 By:   
 Timothy C. McCarthy  
 Its: President  
 Date: 6-14-2000

STATE OF MICHIGAN )  
 ) ss  
 COUNTY OF WAYNE )

On this 14<sup>th</sup> day of June, 2000, before me appeared Timothy C. McCarthy, to me known, who, being duly sworn, did state that he is President of AcoustiSeal, Inc., and that he acknowledged the foregoing instrument to be the free act and deed of said corporation and the contents thereof to be accurate.

  
 , Notary Public  
 My Commission Expires: 03-05-01

NOTARY PUBLIC  
 MICHIGAN  
 My Commission Expires 03-05-01

## Exhibit A

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