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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 Delaware  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

2. Name and address of receiving Party(ies)

Name: AcoustiSeal, Inc.

Internal Address: \_\_\_\_\_

Street Address: 8485 Prospect

City: Kansas City State: MO ZIP: 64132

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No's

508,383                              732,917  
 356,814  
 1,579,011  
 213,153  
 646,967

Additional numbers attached?  Yes  No

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

Name: Daniel A. Crowe

Internal Address: Bryan Cave LLP

Street Address:  
One Metropolitan Square, Suite 3600, 211 N. Broadway

City: St. Louis State: MO ZIP: 63102

6. Total Number of applications and registrations involved:..... 6

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

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account number:  
02-4467

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

DO NOT USE THIS SPACE

9. State 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.*

Daniel A. Crowe                              *Daniel A. Crowe*                              September 20, 2000  
 Name of Person Signing                              Signature                              Date

Total number of pages comprising this cover sheet: 4

OMB No 0651-0011 (exp. 4/94)

10/11/2000 MTHAI1 00000318 508383 Do not detach this portion

01 FC:481 40.00 DP  
02 FC:482 125.00 DP  
Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## 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: [Signature]  
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.

[Signature]

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

AcoustiSeal, Inc.

By: [Signature]  
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.

[Signature]

, Notary Public  
My Commission Expires: \_\_\_\_\_

6651-2

**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)

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