# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lear Corporation		04/25/2007	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	International Automotive Components Group North America, Inc.	
Street Address:	5300 Auto Club Drive	
City:	Dearborn	
State/Country:	MICHIGAN	
Postal Code:	48126	
Entity Type:	CORPORATION:	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	1579011	PRESST-O-CEL	
Registration Number:	2723990	SONOTEC	

## **CORRESPONDENCE DATA**

Fax Number: (248)358-3351

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 248-358-4400

Email: dgreig@brookskushman.com

Correspondent Name: Brooks Kushman P.C.

Address Line 1: 1000 Town Center, Twenty-Second Floor

Address Line 4: Southfield, MICHIGAN 48075

ATTORNEY DOCKET NUMBER:	IAC 0101 A
NAME OF SUBMITTER:	Denise Greig
Signature:	/Denise Greig/
Date:	04/27/2007 TRADEMARK

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**Total Attachments: 3** 

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# TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective the 31<sup>st</sup> day of March, 2007, is made and entered into by and between LEAR CORPORATION, a Delaware corporation whose full post office address is 21557 Telegraph Road, Southfield, Michigan 48033, United States of America ("Assignor"), and International Automotive Components Group North America, Inc., a Delaware corporation whose full post office address is 5300 Auto Club Drive, Dearborn, Michigan, United States of America ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor has an ownership interest in the trademarks and applications/registrations thereof listed in the attached Addendum (the "Marks");

AND WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of November 30, 2006 (the "Master Agreement"), pursuant to which Assignee and Assignor entered into an Intellectual Property Transfer and License Agreement (the "IP License Agreement");

NOW, THEREFORE, for the consideration set forth in the Master Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Assignment</u>. Subject only to the license retained by Assignor pursuant to Section 3.2 of the IP License Agreement, Assignor hereby sells and assigns to Assignee all of Assignor's right, title and interest in and to the Marks listed in the attached Addendum, together with the applications and registrations thereof and the goodwill of the business symbolized by the Marks.
- 2. <u>No Warranties</u>. Except as expressly provided in the IP License Agreement or the Master Agreement, Assignor makes no warranties, express or implied, with respect to the Marks listed in the attached Addendum.

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- 3. <u>Further Assurances</u>. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Marks listed in the attached Addendum, and shall not enter into any agreement in conflict with this Assignment.
- 4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might govern under principles of conflict of laws thereof.
- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative.

By: 

A NINIVAGGI

Executive Vice President, Secretary, and General Counsel

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# **ADDENDUM**

Lear Ref.	Mark	Country	Registration Number
110 TM	LEAR PROGRESS PATTERN and Design Trademark	Germany	2017088
110 TM	LEAR PROGRESS PATTERN and Design Trademark	Mexico	430928
024 TM	PRESST-O-CEL Trademark	USA	1579011
170 TM	SONOTEC Trademark	Germany	300 00 645
170 TM	SONOTEC Trademark	United Kingdom	2323050
170 TM	SONOTEC Trademark	UŚA	2723990