

## 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           |
| Seton Acquisition Corporation   |  | 01/03/2011     | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA  |  |                |                       |
| Name:   | GST AutoLeather, Inc.                        |                |                       |
| Also Known As:  | AKA GST AutoLeather - GST/Seton/Cuinba       |                |                       |
| Street Address:   | 20 Oak Hollow Drive                          |                |                       |
| Internal Address:   | Suite 300                                    |                |                       |
| City:   | Southfield                                   |                |                       |
| State/Country:  | MICHIGAN                                     |                |                       |
| Postal Code:  | 48033  |                |                       |
| Entity Type:  | CORPORATION: DELAWARE                        |                |                       |
| PROPERTY NUMBERS Total: 1   |  |                |                       |
| Property Type   | Number                                       | Word Mark      |                       |
| Registration Number:  | 1681208                                      | SETON          |                       |
| CORRESPONDENCE DATA   |  |                |                       |
| Fax Number:   | (248)649-6299                                |                |                       |
| Phone:  | 248-649-6090                                 |                |                       |
| Email:  | gemcglynn@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 48084-3443                    |                |                       |
| ATTORNEY DOCKET NUMBER:   | 0719.20003                                   |                |                       |
| NAME OF SUBMITTER:  | Gerald E. McGlynn, III                       |                |                       |

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CH \$40.00 1681208

|   |                          |
|---|--------------------------|
| Signature:  | /Gerald E. McGlynn, III/ |
| Date:   | 02/29/2012               |
| <b>Total Attachments: 8</b><br>source=Intellectual-Property Assignment (Seton Acquisition Corporation - GST AutoLeather, Inc.)#page1.tif<br>source=Intellectual-Property Assignment (Seton Acquisition Corporation - GST AutoLeather, Inc.)#page2.tif<br>source=Intellectual-Property Assignment (Seton Acquisition Corporation - GST AutoLeather, Inc.)#page3.tif<br>source=Intellectual-Property Assignment (Seton Acquisition Corporation - GST AutoLeather, Inc.)#page4.tif<br>source=Intellectual-Property Assignment (Seton Acquisition Corporation - GST AutoLeather, Inc.)#page5.tif<br>source=Intellectual-Property Assignment (Seton Acquisition Corporation - GST AutoLeather, Inc.)#page6.tif<br>source=Intellectual-Property Assignment (Seton Acquisition Corporation - GST AutoLeather, Inc.)#page7.tif<br>source=Intellectual-Property Assignment (Seton Acquisition Corporation - GST AutoLeather, Inc.)#page8.tif |                          |

**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 Acquisition, Incorporated**, a Delaware corporation, with an address of 7001 Orchard Lake Road, Suite 200, West Bloomfield, MI 48322 ("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 otherwise relating 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 Company 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 Company 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 that are not defined herein shall have the meaning assigned to them in the Purchase Agreement.

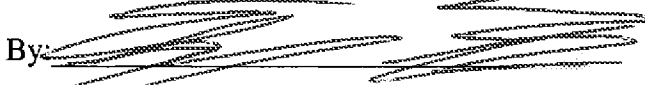
\* \* \* \* \*

Execution Copy

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

SETON ACQUISITION, INCORPORATED

GST AUTOLEATHER INC.

By: 

By: 

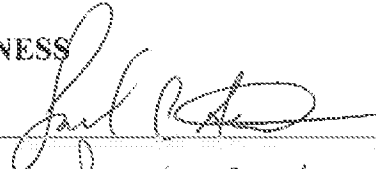
Name: Timothy A Turck

Name: Edward McAvoy

Title: Authorized Representative

Title: Senior Vice President and CFO

WITNESS



Name: Jewel C Albright

Title: Attorney

Address: 1150 Market St.  
Philadelphia, PA 19103

Date: January 20, 2011

WITNESS



Name: Scot C. Storrie

Title: Attorney for the Company

Address: 1430 Oakwood St.  
Sylva, MT 59320

Date: January 3, 2011

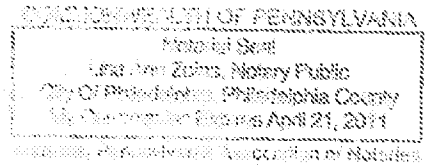
TRADEMARK

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COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF PHILADELPHIA ) SS.

The foregoing instrument was acknowledged and sworn before me this January 30, 2011 by Timothy A. Turek, Authorized Representative of Seton Acquisition, Incorporated, a Delaware corporation, on behalf of the corporation.

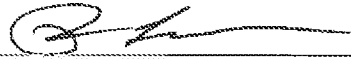
*Lisa Ann Zolms*  
Notary Public  
My Commission Expires: 4/21/2011



Execution Copy

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: 8/29/2013

PATRICIA LEE GLENN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES 08/29/2013  
Acting in County of Oakland