

PATENT LICENSE AND SETTLEMENT AGREEMENT

This Patent License and Settlement Agreement ("Agreement") is made and effective as of this 11th day of November, 2011, by and between OMEGA PATENTS LLC, a limited liability corporation of Georgia, with offices at 5326 Presley Place, Douglasville, GA 30135 ("LICENSOR"), and Lear Corporation, a corporation of Delaware, with offices at 21557 Telegraph Rd., Southfield Michigan, 48033 ("LICENSEE") (collectively the "PARTIES").

WITNESSETH:

WHEREAS, LICENSOR is the sole and exclusive owner of U.S. Patent Numbers 6,771,167; 6,812,829; 7,031,826; 7,205,679; 7,224,083; and 6,756,886.

WHEREAS, LICENSOR and LICENSEE are currently engaged in litigation in Case No. 6:07-cv-1422-Orl-35DAB, United States District Court, Middle District of Florida (the "Civil Action").

WHEREAS, LICENSOR has accused certain products made, used, sold, offered for sale and imported by LICENSEE of willful infringement in the Civil Action, as set forth more fully in Exhibit A (the "Accused Products").

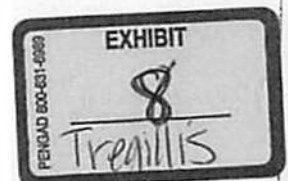
WHEREAS, LICENSEE has denied infringement of the Patents in Suit and challenged the validity and enforceability thereof. LICENSEE has asserted counterclaims against LICENSOR for a declaratory judgment that the Patents in Suit are invalid and not infringed. LICENSEE has also asserted a counterclaim against LICENSOR for a declaratory judgment that the Patents in Suit were obtained through inequitable conduct before the United States Patent and Trademark Office and are therefore unenforceable.

WHEREAS neither party admits liability with respect to any of the claims asserted in the Civil Action, and the PARTIES desire to dismiss the Civil Action and completely resolve their disputes concerning the Patents in Suit according to the terms and conditions and the warranties and representations below.

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE such license and other relief set forth herein.

WHEREAS, on July 7, 2009, LICENSEE and certain of its subsidiaries (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") which have been jointly administered under case number 09-14326 (ALG) (collectively, the "Chapter 11 Cases").

WHEREAS, on November 5, 2009, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law and Order Confirming Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 1070] (the



"Confirmation Order"), and, on November 9, 2009, the Debtors' chapter 11 plan (the "Plan") became effective.

WHEREAS, LICENSOR filed in the Chapter 11 Cases numerous proof of claims ("Bankruptcy Claims") related to the PARTIES' dispute and LICENSEE's alleged infringement of the Patents in Suit in an unliquidated amount, including at least the claims listed in Exhibit B, which claims have been numbered in the claims register by Kurtzman Carson Consultants LLC, the Debtors' notice, claims and solicitation agent in the Chapter 11 Cases, as reflected in Exhibit B.

NOW, the PARTIES have reached an agreement to settle and compromise the issues in dispute, including, but not limited to, the Civil Action and the Bankruptcy Claims, and desire to reduce the terms and conditions of their agreement and understanding in this Agreement.

1. **COMPROMISE ONLY.** This Agreement is entered into for purposes of settlement and compromise only. Nothing contained in this Agreement, or done or omitted in connection with this Agreement, is intended as or shall be construed as an admission of or by any party of any fault, liability or wrongdoing whatsoever.

2. **DEFINED TERMS**

In addition to the terms defined above, the PARTIES define the following terms as set forth below:

- A. "Patents in Suit" means U.S. Patent Numbers 6,771,167; 6,812,829; 7,031,826; 7,205,679; 7,224,083; and 6,756,886.
 - B. "Other Omega Patents" means other patents owned or controlled by LICENSOR now or in the future covering remote vehicle starting and/or 2-Way RKE.
 - C. The term "Licensed Products" means hardware and software based products that are designed, manufactured and programmed for a given vehicle architecture to use only a single set of data bus codes over the data bus of vehicles utilizing that architecture. "Licensed Products" includes without limitation such products where a direct OEM customer of LICENSEE or LICENSEE completes the manufacturing or programming. "Licensed Products" includes without limitation all of the Accused Products and future LICENSEE products that include the same or substantially similar Remote Start or 2-Way RKE features.
3. **LICENSE AND COVENANT NOT TO SUE**
- A. LICENSOR hereby grants to LICENSEE, upon and subject to all the terms and conditions of this Agreement, a nonexclusive, worldwide, fully paid up royalty free license under the Patents in Suit and Other Omega Patents, whether issued now or in the future, to make, have made, use, offer to sell, sell, import and/or export any and all "Licensed Products". The license for any products covered

under this Agreement shall flow with the product to the benefit of any purchasers downstream from LICENSEE.

To the extent necessary, LICENSOR will execute further documentation to confirm the above licenses for any such Other Omega Patents that issue after the effective date of this Agreement.

- B. LICENSOR covenants not to sue LICENSEE, and its past, present and future subsidiaries, affiliates, and joint ventures under the Patents in Suit and limited solely to the scope of the licenses granted under Section 3A.
- C. The licenses granted herein are restricted to products for original equipment manufacturers to be installed during assembly of the vehicle or replacement or service parts for parts installed during the assembly of the vehicle. Moreover, LICENSEE is prohibited from selling or otherwise transferring any Licensed Products directly or indirectly to Directed Electronics, Inc., Fortin Auto Radio, Audiovox Corporation or Automotive Data Solutions.
- D. LICENSEE may not grant sublicenses under this Agreement without prior express written consent of LICENSOR. However, the licenses and covenants granted in this agreement extend to past, present and future subsidiaries, affiliates, and joint ventures of LICENSEE.

4. TERM

This Agreement shall be effective as of the date as set forth in its first paragraph and shall expire on the date the last of the Patents in Suit or Other Omega Patents expires (the "Term").

5. COMPENSATION

In full and final settlement of any and all claims arising out of or part of the Civil Action and the Bankruptcy Claims, and in consideration of LICENSOR's licenses, covenants, and other agreements herein, pursuant to LICENSEE's authority under the "Plan" (as defined in the Plan Stipulation), LICENSEE hereby agrees that LICENSOR shall have a "Class 5A Allowed and Other General Unsecured Claim" (as defined in the Plan Stipulation) in an amount sufficient to yield unrestricted Lear Corporation (LEA) common stock, and warrants for common stock, having a combined value of \$5,900,000 as of November 10, 2011. On account of such allowed claims, as soon as reasonably practicable after November 11, 2011, Lear shall cause to be issued to LICENSOR 100,467 shares of "New Common Stock" and 18,580 Other General Unsecured Claims Warrants ("Warrants") from the "Class 5A Reserve" (as such terms are defined in the Plan Stipulation). Upon written confirmation from LICENSEE's transfer agent that LICENSOR is the registered and beneficial owner of such New Common Stock and Warrants, the foregoing distributions (collectively, "Distributions") shall be deemed to have occurred. The common shares of stock will be transferred without legend or restrictions that will impede LICENSOR's ability to sell upon receipt. Each warrant will be exercisable into two shares of stock with such exercise costs not to exceed ½ cent per share. LICENSEE and LICENSOR will work with the transfer agent to issue and process the warrants as soon as reasonably possible. Pursuant to

Section 1145(a) of the United States Bankruptcy Code and Article IV.G of the Plan, the Distributions are exempt from the registration provisions of Section 5 of the Securities Act of 1933, as amended. LICENSOR agrees and acknowledges that it shall have no right to any dividends that were, are or might become due or payable prior to the date of execution of this Agreement on the New Common Stock distributed to it under this Agreement.

6. WARRANTIES AND OBLIGATIONS

LICENSOR represents and warrants that it is the owner of the entire right, title, and interest in and to the Patents in Suit and the Other Omega Patents; that it has the right and power to grant the licenses granted herein; that there are no other agreements with any other party in conflict with such grant; and that is not aware of any other claims that could have been asserted in this action.

7. CONFIDENTIALITY

The PARTIES shall keep the terms, but not the existence, of this license and Agreement confidential unless required by law. For avoidance of doubt LICENSEE shall have the right to tell customers that it has a paid-up license under the Patents in Suit and Other Omega Patents as set forth above.

8. NOTICE

Any notice required to be given under this Agreement shall be in writing and delivered personally, or mailed by certified, registered or Express mail, return receipt requested or by Federal Express, to the other designated party at the below stated address.

Notice to LICENSOR shall be sent to:	Mr. Ken Flick 5326 Presley Place Douglasville, GA 30135
Notice to LICENSEE shall be sent to:	General Counsel Lear Corporation 21557 Telegraph Road Southfield, Michigan 48033

9. JURISDICTION/DISPUTES

This Agreement shall be governed in accordance with the laws of the State of Florida and the United States. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Florida including the federal courts therein and the PARTIES all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

10. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their heirs, administrators, successors and assigns.

11. ASSIGNABILITY

Neither party may assign this Agreement or the rights and obligations hereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld. Notwithstanding, if LICENSEE sells all or substantially all of its Remote Keyless Entry business and its Two-Way Remote Keyless Entry business, the licenses and covenants described above shall be assignable to the purchaser without LICENSOR's consent; provided, that if the purchaser is Directed Electronics, Inc., Fortin Auto Radio, Audiovox Corporation or Automotive Data Solutions, the licenses and covenants as assigned shall be limited to products for which LICENSEE had already received a commitment from an OEM customer.

12. RELEASE

Each Party, on its own behalf and on behalf of its affiliates, successors and assigns, hereby releases and forever discharges the other Party and such other Party's current and former officers, owners, parent and/or affiliated corporations, subsidiaries, employees, agents, insurers, re-insurers, legal representatives and customers from any and all claims, accusations, judgments, penalties, demands, actions, causes of action, counterclaims, defenses, suits, damages or liabilities that either Party may have or claim to have had against the other, from the beginning of time to the effective date of this Agreement, whether known or unknown. The releases, injunctions, exculpations and related provisions set forth in Article IX of the Plan approved by the Bankruptcy Court pursuant to the Confirmation Order shall remain in full force and effect and shall govern any and all claims of LICENSOR against any of the Debtors arising prior to the commencement of the Chapter 11 Cases. For the avoidance of doubt, the above releases include but are not limited to LICENSOR releasing LICENSEE's customers from any infringement claim based in whole or in part on the Accused Products.

13. WAIVER OF LIMITATIONS ON GENERAL RELEASES

The foregoing releases are intended to waive, release and discharge all claims other than those claims expressly reserved herein. The LICENSOR and LICENSEE therefore expressly waive any statute, legal doctrine or other similar limitation upon the effect of general releases.

14. NO CONSTRUCTION AGAINST DRAFTER

This Agreement results from negotiations between the PARTIES and their respective legal counsel, and each party acknowledges that he or it has had the opportunity to negotiate modifications to the language of this Agreement. Accordingly, each party agrees that in any dispute regarding the interpretation or construction of this Agreement, no statutory, common

law or other presumption shall operate in favor of or against any party hereto by virtue of his or its role in drafting or not drafting the terms and conditions set forth herein.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different PARTIES on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Execution of this Agreement may be accomplished by signing this Agreement and transmitting the signature page to opposing counsel by facsimile. The PARTIES so executing and delivering shall promptly thereafter deliver signed originals of at least the signature page(s), but no failure to do so shall affect the validity or enforceability of this Agreement.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the PARTIES with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral agreements or communications as to such subject matter, all of which are merged and fully integrated into this Agreement. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of LICENSOR and LICENSEE by their respective duly authorized representatives.

17. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

IN WITNESS WHEREOF, the PARTIES hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

OMEGA PATENTS LLC

By: _____

Title: _____

Date: _____

LEAR CORPORATION

By: FO _____

Title: President EPMS

Date: 11/11/11

ACCUSED PRODUCTS

General Motors Products:

1. Lear RFA-X Products
2. Lear SGM-18 Products
3. Lear RFA-GMLAN Products
4. Lear RFA-C++ Products

Chrysler Products:

1. Lear WCM Products

Ford Products:

1. Lear SPDJB Products

Honda Products:

1. Honda 2 Way Remote Engine Starter Products
2. Honda 13 MY Remote Engine Starter Products

Alerting Products:

1. Lear Car2U Two-Way RKE Products

EXHIBIT B

