

Docket No: FMX P-1 CIP

Assistant Commissioner For Patents

1-

Washington, D. C. 20231

M. C.) 5-1-98

Please record the attached original or copy thereof

Name of conveying Party(ies) : MICHAEL SCHILLER

100709147

09/071,490

2-	Assignee(s) : FMX Corporation, A New York Corporation Address(es) : 4421 Douglas Avenue, Townhouse No. 1, Riverdale, NY 10471-3513							
3-	Nature of Conveyance: [/] Assignment [] Change of Name [] Merger [] Security Agreement [] Other: EXECUTION DATE: April 21, 1998							
4-	Application number(s) or Patent number(s): If this document is being filed together with a new application, the execution date of the application is: April 21, 1998							
	A) Application number(s): B) Patent number(s):							
5-	Name and Address of party to whom correspondence concerning document should be mailed: Lloyd McAulay McAulay Fisher Nissen Goldberg & Kiel, LLP 261 Madison Avenue New York, NY 10016-2391 (212)986-4090 Fax No. (212) 818-9479							
6-	Total number of applications and patents involved: <u>one</u>							
7-	TOTAL FEE (37 CFR 3.41): \$ 40.00 A check covering the fee is enclosed. The Assistant Commissioner For Patents is authorized to charge any additional fees to Deposit Account No. 13-0025. A duplicate of this sheet is enclosed.							
DO NOT USE THIS SPACE								
8	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. Lloyd McAulay Reg. No.: 20,423 Name of Person Signing 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. May 1, 1998 Date							

Total number of pages including transmittal sheet and duplicate and document: $\underline{4}$

ASSIGNMENT

For one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter "Assignor") hereby sells, assigns and transfers to FMX Corporation, a Corporation of the State of New York, having a principal place of business at 4421 Douglas Avenue, Townhouse No. 1, Riverdale, NY 10471-3513, its successors, legal representatives, assigns and nominees (hereinafter "Assignee"), my/our entire right, title and interest in, to, and under:

						Letters IS		entitled:
	<u>x</u> :	Execute	d On:_	EVEN	DATE	HEREWI	H	
-	8	Serial	Number			Filed _		

- b. Any and all inventions described in said application for Letters Patent.
- c. Any and all divisional, continuation, renewal, and substitute applications that may be filed for United States Letters Patent for any and all of said inventions.
- d. Any and all patents that may be granted on the foregoing applications and any and all continuations, reissues, or extensions thereof.
- e. Any and all improvements thereon or relating thereto which assignor has invented.
- f. Any and all rights in foreign countries under such applications and inventions, including the right to claim the priority date of the United States application and the right to priority under such application under the International Convention.

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all such Letters Patent for said invention to said Assignee.

Assignor further covenants and warrants that, to the best of his/her knowledge, the rights and properties herein conveyed are free and clear of any encumbrances and Assignee shall hold and enjoy any and all inventions, application, and Letters Patent issued thereon for its own use as fully and entirely as the Assignor would have held and enjoyed said rights had this assignment and sale not been made, including the full right of the Assignee to convey said rights.

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Assignor further agrees on his/her own behalf, and on behalf of his/her heirs, legal representatives, administrators, and assigns, at any time, upon request, to:

- 1. Communicate to said Assignee any facts relating to the invention and the history thereof;
- 2. Execute and deliver all papers and do all acts which may be necessary, desirable, or convenient to secure, maintain, and enforce patents for said invention in any and all countries; and to execute and deliver any and all papers or instruments that in the opinion of Assignee may be necessary or desirable to vest title thereto in Assignee or its nominees, including the execution and delivery of any and all papers or instruments to carry out the terms of this Agreement, and to secure to Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed; and
- 3. Testify at all proceedings concerning said invention and patents.

If Assignor is not employed by Assignee at the time such testimony or other activities are required, the Assignee agrees to pay the Assignor at the rate Assignor was paid when employed and to pay at least for a minimum of one day.

Witness: (Print Name)	Maria Donnerde	michael schiller	_(L.S.)
/ Date:	4/21/98		- 12