

09-25-1998



Form PTO-1595

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U.S. Department of Commerce
Patent and Trademark Office
1998 SEP 21 PM 2:42
Attorney Docket No. 6027-0033

To the Assistant Commissioner for Patents. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Hans J. Lem 9-21-98</p> <p>Additional names of conveyed party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies): Name: Quantum Conveyor Systems, LLC Street Address: 119 Rockland Avenue City: Northvale State: New Jersey Zip: 07417</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>4,249,661</p>
<p>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 _____. A. Patent Application Serial No. B. Patent No. (4,249,661)</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Lawrence H. Meier, Esq. Downs Rachlin & Martin PLLC 199 Main Street P.O. Box 190 Burlington, Vermont 05402-0190</p>	<p>6. Total number of applications and patents involved: Three</p> <p>7. Total fee (37 CFR 3.41): \$ <u>120.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Authorized to charge any deficiencies in the enclosed fees to deposit account</p> <p>8. Deposit account number: <u>04-1588</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. 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.</p> <p><u>Lawrence H. Meier</u> <u>9/17/98</u> Lawrence H. Meier, Esq. Date</p> <p>Total number of pages, including cover sheet: <u>4</u></p>	

P204 - 8/98
BTV\110054.1PATENT
REEL: 9463 FRAME: 0237

ATTACHMENT TO
RECORDATION FORM COVER SHEET
FOR

ASSIGNMENT FROM HANS J. LEM
TO QUANTUM CONVEYOR SYSTEMS, LLC

4. A. Patent Application Serial No.

B. Patent No(s). 4,511,030
4,696,386

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT, made as of the 2nd day of September, 1998, is by and between Quantum Conveyor Systems, LLC, a Delaware limited liability company (the "Company"), and Hans J. Lem, an individual having a place of residence at 963 Pines Terrace, Franklin Lakes, New Jersey (the "Assignor").

Preliminary Statement. Pursuant to separate documentation executed contemporaneously with this Agreement, the Company has acquired substantially all of the assets of Quantum Conveyor Systems, Inc. of Northvale, New Jersey ("Quantum"). The purpose of this Agreement is to set forth the terms by which Hans J. Lem shall assign to Quantum Conveyor Systems, LLC certain intellectual property he developed while employed at Quantum.

Agreement. The parties, intending to be bound, agree as follows:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to the Company, to the extent not previously sold, assigned or transferred to Quantum, and hereby confirms any such prior sale, assignment and transfer to Quantum, his entire right, title and interest in and to any and all ideas, inventions, designs (whether ornamental or otherwise), computer programs and related documents, other works of authorship, know-how, patents, patent applications, trademarks, trademark applications, copyrights, and other intellectual property conceived or developed or reduced to practice by Assignor, alone or with others, at any time during the term of his employment with Quantum, whether or not during working hours, that are within the scope of Quantum's actual or anticipated business operations or that relate to or were suggested by any of Quantum's work or projects, and specifically including the "vision system" (collectively, the "Intellectual Property"), and including without limitation the following patents listed below (whether or not falling within the definition of Intellectual Property). Assignor agrees to assist the Company, at its expense, to protect and perfect its interest in the Intellectual Property, including without limitation, assisting with obtaining copyrights, patents or trademarks, and executing all documents necessary to obtain such copyrights, patents or trademarks in the name of the Company.

<u>U.S. PATENTS</u>	<u>ISSUED</u>	<u>TITLE</u>
4,249,661	February 10, 1981	Conveyor Sortation System
4,511,030	April 16, 1985	Article Accumulating Conveyor System
4,696,386	September 29, 1987	Conveyor System Diverter Turn Assembly

FOREIGN PATENTS

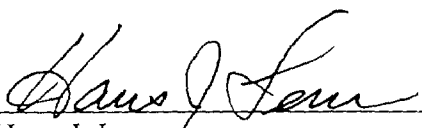
<u>COUNTRY</u>	<u>PATENT NO.</u>	<u>CORESP. INT'L APPLICATION NO.</u>
Australia	571,221	PCT/US84/00453
Great Britain	2,146,606	PCT/US84/00453
So. Africa	84/2273	PCT/US84/00453
Japan	1,965,342	PCT/US84/00453

2. Assignor hereby represents and warrants that (a) no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment, (b) the patents listed above constitute all registered Intellectual Property (as such term is defined in Section 1 hereof), and (c) to his knowledge, neither the Intellectual Property nor the use thereof by Assignee, its successors, licensees and assigns will infringe upon the rights of any other party or constitute a violation of any agreement binding upon Assignor or the Company. Assignor has not undertaken any infringement study to determine whether such infringement will result.

3. Assignor agrees (a) to disclose to the Company all ideas, inventions, and other developments or improvements constituting Intellectual Property for purposes of this Agreement and (b) to assist the Company, at the Company's expense in obtaining copyrights or patents on any such ideas, inventions, and other developments. Assignor agrees to execute all documents necessary to obtain such copyrights or patents in the name of the Company.

4. This Assignment shall be binding upon Assignor, his heirs, legal representatives, successors and assigns and shall inure to the benefit of Assignee, its successors, licensees and assigns. This Agreement shall be governed by and interpreted and construed in accordance with the substantive law (and not the law of conflicts) of the State of New Jersey. Assignor agrees to execute such other documents, certificates and instruments and to comply in good faith with the reasonable requests of Assignee in order to carry out the purposes of this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Agreement on the day and year first above written.


Hans J. Lem

BTW\108185.4

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TO QUANTUM CONVEYOR SYSTEMS, LLC

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B. Patent No(s). 4,511,030
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