

Corrective

11-04-1998

ILY

Tab settings

To the Honorable Commissioners



100868912

and the attached original documents or copy thereof.

and address of receiving party(ies):

Name: GDM spa

Internal Address:

Street Address: Via Segantini, 29

City: Bologna, Italy State: ZIP: 40133

Additional name(s) & address(es) attached? Yes No

1. Name of conveying party(ies):

Robert H. Herrin and John M. Tharpe

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Corrective Recording, see attached

Execution Date: October 9, 1997

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 No.(s)

n/a

B. Patent No.(s)

U.S. 5,308,345
U.S. 5,545,275

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: S. Brian Farmer, Esquire

Internal Address: c/o Hirschler, Fleischer,
Weinberg, Cox & Allen

Street Address: 701 East Byrd Street
15th Floor

City: Richmond State: VA ZIP: 23219

6. Total number of applications and patents involved: -2-

7. Total fee (37 CFR 3.41): \$ 80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit acc

DO NOT USE THIS SPACE

11/02/1998 DMUYEN 00000302 5308345

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80.00 00

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.

S. Brian Farmer, Esquire
Name of Person Signing

S. Brian Farmer
Signature

October 5 1998
Date

Total number of pages comprising cover sheet: -2-

B5/6/01
DMM

Document previously recorded at Reel 8753/Frame 0939 contained an error and property number (5,545,273). Document re-recorded to correct error on stated reel.

PATENTS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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Robert H. Herrin and John M. Tharpe

Additional name(s) of conveying party(ies) attached? Yes No

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U.S. 5,308,345

~~U.S. 5,545,273~~ U.S. 5,545,275

SBF
10-3-98

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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.

S. Brian Farmer, Esquire

Name of Person Signing

S. Brian Farmer

Signature

10/14/97

Date

Total number of pages comprising cover sheet:

-1-

DEED OF ASSIGNMENT

On this 9th day of October, 1997, by and between Mr. John M. Tharpe, a citizen of the United States of America, residing at 1610 Louise Avenue, Panama City, Florida 32401; and Mr. Robert M. Herrin, a citizen of the United States of America, residing at 5935 Groveline Drive, Orlando, Florida 32810; (hereinafter collectively called the "ASSIGNORS") on one side, and the Italian company GDM spa with its seat at Via Segantini, 29, 40133 Bologna, Italy, represented by Mr. Pierangelo Mandotti (hereinafter called the "ASSIGNEE") on the other side;

WHEREAS

Mr. Robert M. Herrin and Mr. John M. Tharpe, jointly or separately, are the owners of the entire, right, title and interest in and to the patents listed below :

U.S. Patent 5,308,345, granted May 03, 1994

U.S. Patent ^{5,545,275}~~5,545,273~~, granted on August 13, 1996

EP application No. 93305097.3 filed on June 29, 1993

(hereinafter called "PATENTS")

SBF
10-5-98

IT IS AGREED AS FOLLOWS

1. The ASSIGNORS hereby sell, assign and transfer to the ASSIGNEE, who accepts, the entire right, title and interest in and to said PATENTS and the inventions claimed therein.

2. ASSIGNORS hereby warrant that the assigned PATENTS are free from all liens, charges, assignments, licenses or encumbrances of any kind. ASSIGNORS provide no other express or implied warranty, except as indicated below.

3. With the exception of the PATENTS indicated above, any other inventions, patents, patent applications or technology rights presently owned by the ASSIGNORS will remain the exclusive property of Mr. Robert M. Herrin and Mr. John M. Tharpe who will have the right to conduct and provide engineering and equipment in all technical areas not claimed in the assigned PATENTS. Therefore, it is understood that, with the exception of the PATENTS assigned above, no other inventions, patents, patent applications or technology rights owned by Mr. Robert M. Herrin and Mr. John M. Tharpe, or any of their related companies, jointly or separately, is assigned to the ASSIGNEE.

The ASSIGNORS however declare that, with the exception of the PATENTS indicated above, both the ASSIGNORS and the U.S. Company, R&L

Engineering, Inc. did not apply for and do not own any other patent, patent application, or rights which limit in any way the full exploitation of said PATENTS and the inventions claimed therein by the ASSIGNEE in the United States of America, in Europe, or elsewhere. It is in any case understood that, if such other patents, patent applications or rights exist, the ASSIGNORS hereby irrevocably agree not to enforce such other patents, patent applications or rights against the ASSIGNEE, nor against any natural or legal persons licensed or otherwise authorized by the ASSIGNEE under one or more of the assigned PATENTS, for the entire duration of such other patents, patent applications and rights. The ASSIGNORS agree that the above obligation shall be complied with by the ASSIGNORS' successors, licensees, assignees as well as by the companies (like R&L Engineering, Inc.) in which the ASSIGNORS have interests.

4. After the date set out above, the ASSIGNEE shall have the exclusive right to sue for and obtain damages and all other reliefs to settle in respect of any infringement or misuse (whether past, present or future) of any of the PATENTS or of any of the rights deriving therefrom, it being understood that the ASSIGNORS retain the following exclusive rights:

- a. all rights of recovery or settlement for infringement of whatever kind or nature occurring both before and after the date of this Deed of Assignment against the companies AHP, DSG, Technipro and Viola, currently under litigation in Georgia; and

- b. all rights of recovery or settlement for infringement of whatever kind or nature occurring both before and after the date of this Deed of Assignment against the companies PCMC, Weyerhauser and Paragon, currently pending litigation and/or an Interference proceeding in the United States Patent and Trademark Office.

The provisions indicated above under points (a) and (b) do not limit or restrict in any way the exclusive right of the ASSIGNEE to sue for and obtain damages and all other reliefs and to settle in respect of any infringement against the companies mentioned under such points (a) and (b), in respect of any infringement of the PATENTS which occur after the date of signature of the present Deed of Assignment, and which involve infringing machines or methods which are not the subject of the existing litigation of point (a) or the pending litigation or interference proceeding of point (b). It is understood that the ASSIGNORS have all rights under items (a) and (b) limited to any and all machinery purchased or manufactured by the listed companies prior to the date of signature of the Deed of Assignment.

5. The ASSIGNORS further declare in good faith that they have no knowledge of any valid patents or other proprietary rights belonging to third parties and covering the PATENTS and that, until the date of the Assignment, no claim, suits, legal and administrative proceeding and/or whatsoever exists against the ASSIGNORS

themselves. In the event that a legal action for patent infringement is taken by a third party against GDM in respect to the object of the PATENTS, the ASSIGNORS will assist free of charge GDM in finding equivalent alternative solutions.

6. The ASSIGNORS acknowledge and agree that ASSIGNEE has given good and valuable consideration in exchange for this Assignment, and further acknowledge the receipt and sufficiency of such consideration.

7. Upon ASSIGNEE's request, the ASSIGNORS will sign and deliver to the ASSIGNEE the documents and acts which may be required by the ASSIGNEE for the recordation of the present Deed of Assignment at the competent Offices or to further evidence and effectuate this Deed of Assignment.

8. All disputes arising in connection with the present Deed of Assignment shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. Arbitration shall be carried out in Paris and the language will be English.


THE ASSIGNORS


Mr. John M. Tharpe


Mr. Robert M. Herrin

THE ASSIGNEE

GDM spa


By: Mr. Pierangelo Mandotti
Title: President

State of Georgia :
: ss.
County of Dougherty :

On this 9TH day of October, 1997, before me personally appeared the above-named ASSIGNOR JOHN M. THARPE, personally known to me as the individual who executed the foregoing DEED OF ASSIGNMENT, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

SEAL

Maisha Wilkins
Notary Public My Commission Expires May 29, 2000

State of Georgia :
: ss.
County of Dougherty :

On this 9TH day of October, 1997, before me personally appeared the above-named ASSIGNOR ROBERT M. HERRIN, personally known to me as the individual who executed the foregoing DEED OF ASSIGNMENT, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

SEAL

Maisha Wilkins
Notary Public My Commission Expires May 29, 2000

State of Georgia :
:
County of Dougherty :

On this 9TH day of October, 1997, before me personally appeared the above-named PIERANGELO MANDOTTI, President of GDM spa, who presented to me his Italian passport, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

SEAL

For acknowledgment by
R&L Engineering, Inc.:

Maisha Wilkins
Notary Public My Commission Expires May 29, 2000

[Signature]
President, R&L Engineering, Inc.

HIRSCHLER, FLEISCHER, WEINBERG, COX & ALLEN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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606 WILLIAM STREET
FREDERICKSBURG, VA 22401-5749

TELEPHONE: (540) 372-3515
FACSIMILE: (540) 372-3941

October 5, 1998

**VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED**

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: **Corrective Recording - Assignment of Patents**

Dear Madam/Sir:

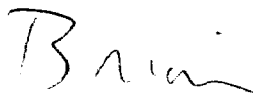
I have enclosed the following documents in connection with the request for corrective recording of the assignment of two registered U.S. patents nos. 5,308,345 and 5,545,275:

1. One Recordation Form Cover Sheet for the Corrective Recording;
2. One set of assignment documents with corrections noted and initialized; and
3. A check payable to the Assistant Commissioner of Trademarks for \$80.00 to cover the filing fees.

All official communications regarding this corrective recording should be sent to me as attorney for the receiving party.

Please contact me if you have any questions concerning the corrective recording.

Very truly yours,



S. Brian Farmer

SBF/tkm
Enclosure

cc: Mr. Claudio Costa
L. Charles Long, Jr., Esquire

#134485 v.1 05581.01539

RECORDED: 10/09/1998

PATENT
REEL: 9534 FRAME: 0963