

A/DS81-40

09/230682

US 14009/05354

08-10-1999



1 SHEET

300 Rec'd 28 JAN 1999

To the Honorable ( )  
Please record the attached original document and two copies thereof.

101113177

- 1. Name of conveying party(ies): **Gianni Collina  
Anteo Pelliconi**
- 2. Name and address of receiving party: **Montell North America Inc.  
3 Little Falls Centre  
2801 Centerville Road  
P. O. Box 15439  
Wilmington, DE 19850-5439**

- 3. Nature of conveyance: **ASSIGNMENT**  
Execution Date: **January 15, 1999**

- 4. Application number(s) or patent number(s): **09230682**

If this document is being filed together with a new application, the execution date of the application is: **January 15, 1999**

- A. Patent Application No(s): **MRD 1-28-99**
- B. Patent No(s):

- 5. Name and address of party to whom correspondence concerning document should be mailed: **Joanne L. Horn  
Montell North America Inc.  
Law Department  
2801 Centerville Road  
P. O. Box 15439  
Wilmington, DE 19850-5439**

- 6. Total number of applications and patents involved: **One**

- 7. Total fee: **\$40.00**  
**Authorized to be charged to deposit account**

- 8. Deposit account number: **08-2336**  
(duplicate copy of this page attached)

- 9. 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.

Signature Joanne L. Horn  
 Joanne L. Horn  
 Date January 28, 1999

Total number of pages including cover sheet, attachments and document 3

950531  
miscdocs/assign2

Serial No. \_\_\_\_\_  
Filed \_\_\_\_\_

(Joint Inventor)

ASSIGNMENT

WHEREAS, we Collina Gianni and Pelliconi Anteo residents respectively of:  
- Via XXV Aprile 1945, 3 - 44044 Loc. Cassana, Ferrara, Italy ;  
- Via Volta 22 - 45030 Santa Maria Maddalena, Rovigo, Italy ;

have invented certain new and useful improvements in "Polyolefin mixture containing poly(1-butene)" described in a patent application executed by us respectively on the 15<sup>th</sup> day of JANUARY 1999; 15<sup>th</sup> day of JANUARY 1999; 19<sup>th</sup> day of JANUARY 1999; and identified as Case US 14009/05354, and of which improvements, in and for the United States, its territories, dependencies, and possessions, and for all foreign countries, we are now the sole owners; and

WHEREAS, MONTELL NORTH AMERICA INC. a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having its principal office and place of business in New Castle County, Delaware, is desirous of acquiring the entire right, title and interest, for the United States, its territories, dependencies and possessions, and for all foreign countries, in and to the said improvements, application, invention or inventions, and any Letters Patent that might be granted therefor or thereupon; the said Montell North America Inc. its successors and assigns, being hereinafter referred to as "MONTELL".

NOW, THEREFORE, be it known that for good and valuable consideration by us received from said MONTELL, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to and unto MONTELL our entire right, title and interest, for and in the United States, its territories, possessions and dependencies, and for and in all foreign countries, in and to:

- (1) Said invention or inventions, and, in, to and under the above-identified patent application, and
- (2) All improvements and modifications of said invention or inventions which we solely or jointly have made or conceived, or shall make or conceive while we are employed by MONTELL, and
- (3) All Letters Patent which may be granted by the United States of America, and countries foreign thereto, for or upon said application, invention or inventions, or said improvements or modifications, and in, to and under all reissues and extensions of said Letters Patent, and in, to and under all renewals, divisions, substitutes and continuations of the aforesaid application, and of any application filed in any country for any improvement or modification mentioned in clause (2) above;

and we hereby authorize and request the Commissioner of Patents to issue all Letters Patent of the United States of America on the said invention or inventions to MONTELL as assignee of the entire interest therein.

The inventions and the improvements and modifications mentioned in clauses (1), (2) and (3), above, are hereinafter referred to collectively as "said inventions."

And, for the above-mentioned considerations, we do hereby covenant and agree:

FIRST: That we or either of us will promptly and fully disclose to MONTELL all such improvements and modifications invented by us, or either of us, and we will freely, fully and promptly communicate (in writing if requested) to MONTELL, or its nominee, all facts, information and evidence possessed or known by or available to us which concern "said inventions," and, at the request of MONTELL, that we or either of us will testify in interferences and other legal proceedings which may involve "said inventions".

SECOND: That we or either of us will render MONTELL, at its expense, all assistance which in its sole opinion is necessary to obtain and enforce patent protection in the United States, its territories, dependencies and possessions, and countries foreign thereto, for "said inventions". If we are not employed by MONTELL, a reasonable per diem charge shall be paid by MONTELL for the time spent by us in such connection.

THIRD: That we or either of us will, at the request and at the expense of MONTELL, but without further compensation therefor, execute - (a) any and all original, divisional, continuation, substitute, renewal or other applications for Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries, for "said inventions," (b) any and all applications for the reissue or extension of any Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries, that may be granted upon said application or for "said inventions," and (c) all assignments and other papers that MONTELL may deem necessary or expedient to secure the grant of each and all of said Letters Patent to MONTELL, or its nominee, and to protect and vest in MONTELL the entire right, title and interest, for the United States, its territories, dependencies and possessions, and for foreign countries, in and to "said inventions" and Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries.

IN TESTIMONY WHEREOF, we have hereunto set our hand respectively this 15<sup>th</sup> day of JANUARY 19 99, 15<sup>th</sup> day of JANUARY 1999, day of 19 .

Collina Gianni Collina Gianni (L.S.)  
Pelliconi Anteo Pelliconi Anteo (L.S.)  
\_\_\_\_\_  
\_\_\_\_\_(L.S.)  
\_\_\_\_\_(L.S.)

PROVINCE OF FERRARA )  
 ) ss  
REPUBLIC OF ITALY )

Before us this 15<sup>th</sup> day of JANUARY , 1999, personally appeared Collina Gianni and Pelliconi Anteo

to us personally known to be the persons described in and who executed the above instrument, and acknowledged to us that they executed the same of their own free will for the purposes therein set forth.

Suresh Chandra Reddy  
Witness  
Noddy Camparati  
Witness