

Replacement (3-10-95)

8:30-99

AUG 3 0 1999



101134417

To the Honorable Commissioner of

hed original documents or copy thereof.

DP

1. Name of conveying party(ies):
Nathalie GORRETTA, Jean-Louis VIGNEAU
Dominique CLANET, Jean-Francois BONICEL
Jean-Paul M. L. MARTIN, Daniel H. A. M. LE NEVE
Jean-Paul BERTHET, Centre National du Machinism
Agricole due Genie Rural des Eaux et Forets

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: July 22, 1997

2. Name and address of receiving party(ies):
Name: New Holland Braud S.A.

Internal Address:

Street Address: L'Eliniere

Route d'Aizenay

City: Coex Country: France Zip: F-85220

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

4. Application number(s) or patent number(s):

A. Patent Application No.(s)
08/932,015

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Larry W. Miller

Internal Address:

New Holland North America, Inc.

Mail Station 641

Street Address: 500 Diller Avenue

P.O. Box 1895

City: New Holland State: PA Zip: 17557

6. Total number of applications and patents involved:

1

7. Total Fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized for charge to deposit account

8. Deposit Account number:

14-0780

09/01/1999 MTHAI1 00000094 140780 08932015
01 FC:581 40.00 CH

DO NOT USE THIS SPACE

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.

Larry W. Miller

8/27/99

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

A S S I G N M E N T

THIS AGREEMENT is made on the twenty-second day of July One thousand nine hundred and ninety seven
BETWEEN Nathalie GORRETTA
Jean-Louis VIGNEAU
Dominique CLANET
Jean-François BONICEL
Jean-Paul M. L. MARTIN
Daniel H.A.M. LE NEVÉ
Jean-Paul BERTHET (hereinafter called "the Inventors")
and
the Centre National du Machinisme Agricole, du Génie Rural, des Eaux et Forêts
(CEMAGREF), Parc de Tourvoie, F-92160 Antony, France
(hereinafter called "the Assignors") of the first part

AND

NEW HOLLAND BRAUD Société Anonyme, having a place of business at L'Élinière, route d'Aizenay, F-85220 Coëx, France (hereinafter called "the Assignee") of the other part.

WHEREAS the said Nathalie GORRETTA, Jean-Louis VIGNEAU, Dominique CLANET and Jean-François BONICEL are/have been in the employ of the CEMAGREF as one of the considerations of their engagement agreed with the CEMAGREF by virtue of their employment contracts that the CEMAGREF should be entitled to the sole right and interest in and to any invention which the said Nathalie GORRETTA, Jean-Louis VIGNEAU, Dominique CLANET and Jean-François BONICEL might make during the time of their employment as aforesaid;

WHEREAS the said Jean-Paul M. L. MARTIN, Daniel H.A.M. LE NEVÉ and Jean-Paul BERTHET are/have been in the employ of the Assignee as one of the considerations of their engagement agreed with the Assignee by virtue of their employment contracts that without any payment therefor the Assignee should be entitled to the sole right and interest in and to any invention relative to its products which the said Jean-Paul M. L. MARTIN, Daniel H.A.M. LE NEVÉ and Jean-Paul BERTHET might make during the time of their employment as aforesaid;

WHEREAS the Inventors claim that they are the true and first inventors of an invention made during their employ with the CEMAGREF and the Assignee entitled: "**Procédé et dispositif de détermination d'une proportion entre des fruits et des corps étrangers et procédé et machine de récolte de fruits**" (Method and apparatus for determining a proportion of fruit and foreign bodies and a procedure and machine for fruit harvesting), originally described in French patent application FR 96 10613, filed on 30 August 1996 (hereinafter called "the Parent Application");

AND

WHEREAS the CEMAGREF, by virtue of Paragraph 8.2 of their Collaboration Contract with the Assignee, registered by the CEMAGREF on August 8, 1994, have agreed to convey upon the Assignee all their right, title and interest in and to any Letters Patent granted pursuant to any applications that may be filed to protect said invention inasmuch as this invention relates to the Domain of said Contract, as described in Paragraph 2.2 thereof;

NOW THIS DEED WITNESSETH THAT

THE said CEMAGREF and the Assignee herewith agree that the invention as defined in original claims 14-23 (hereinafter called "the Harvester Invention") of the Parent Application relates to the Domain of said contract;

THE Assignors hereby assign to the Assignee all their right, title and interest in and to any Letters Patent granted pursuant to any applications that may be filed to protect the Harvester Invention and pursuant to any divisional application from said application and in and to any extension of such Letters Patent;

THE Assignors likewise assigns to the Assignee all their assignable right, title and interest in the Harvester Invention in countries other than the country where the Parent Application has been filed, inclusive of all their assignable right to apply for Letters Patent and other like privileges in such countries and inclusive of any right to claim priority under International arrangements now or in the future in force and the whole of their right, title and interest in and to any Letters Patent as may be granted in said countries in pursuance of such application or in pursuance of divisional applications therefrom and in and to any extension of such Letters Patent;

THE Assignors will at the request and expense of the Assignee make, do and execute all applications (including divisional applications), specifications and other documents, acts, matters and things as the Assignee or its assigns or nominees may require for the purpose of applying for Letters Patent and other like privileges in respect of the Harvester Invention in any country and for securing the grant of such Letters Patent;

THE Assignors will at the request and expense of the Assignee assign to the Assignee or to its nominees such Letters Patent and other like privileges granted in pursuance of any of the aforesaid applications or in pursuance of any divisional applications therefrom (or such rights (if any) in the said Letters Patent or like privileges as may remain vested in the Inventors when the said Letters Patent are granted) together with the benefit of all extensions which may be obtained in respect thereof;

THE expression "the Assignors" will be deemed to include their personal representatives and the expression "the Assignee" will be deemed to include the successors in title and assigns of the Assignee.

THE present Agreement does not replace or prejudice to the Exploitation Conditions set out in Article 9 of said Collaboration Contract;

IN WITNESS WHEREOF the Assignors and the Assignee have hereunto set their hands and seals the day and year first above written.

1) Name Nathalie GORRETTA

Address 9, allée Fontbonne, F-30250 Villevieille, France

Nathalie Gorretta

Signature

2) Name Jean-Louis VIGNEAU

Address 63, rue de la Roquette, Lotissement les Marquises, F-34400 Lunel, France

Jean Louis VIGNEAU

Signature

3) Name Dominique CLANET

Address 17, rue Leenhardt, F-34000 Montpellier, France

Dominique Clanet
Signature

4) Name Jean-François BONICEL

Address 361, rue Jean-François Breton, F-34090 Montpellier, France

Jean François BONICEL
Signature

5) Name Jean-Paul Marcel Lucien MARTIN

Address 5 rue du Bon Accueil, F-85800 Le Fenouiller, France

Jean Paul Marcel Lucien
Signature

6) Name Daniel Henri André Marie LE NEVÉ

Address 15 rue Alphonse Daudet, F-85300 Challans, France

Signature

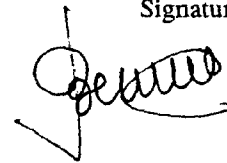
Daniel LE NEVÉ
Signature

Jean Paul BERTHET

7) Name Jean-Paul BERTHET

Signature

Address 5, rue de la Forge, F-85220 La Chaize Giraud, France



For and on behalf of the Centre National du Machinisme Agricole, du Génie Rural, des Eaux et Forêts (CEMAGREF)

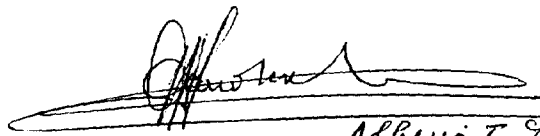
CEMAGREF - DICQVA

B.P. 22

92162 ANTONY CEDEX


Patrick LAVARDE

For and on behalf of NEW HOLLAND BRAUD


Alberic T.J. VANDENBROUCKE
Authorized Signatory