

09-16-1999

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Attorney's Docket No. 024444-664

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

1. Name of conveying party(ies):

Erminio GIANA

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

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

Other: \_\_\_\_\_

Execution Date: August 31, 1999

2. Name and address of receiving party(ies):

Name: CML HANDING TECHNOLOGY S.p.A.

Address: VIALE TICINO 2,

21015 LONATE POZZOLO (VA) ITALY

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

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)

09/332,594

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ronald L. Grudziecki, Esq.

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: ONE (1)

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

☒ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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.*

Alan E. Kopecki  
Name of Person Signing

Signature

September 13, 1999  
Date

Total number of pages including cover sheet, attachments, and document: THREE (3)

Mail documents to be recorded with required cover sheet information to:

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

09/15/1999 MABAWI 00000029 09332594

02 FC:581

40.00 DP

# ASSIGNMENT

(SOLE)

THIS ASSIGNMENT, by ERMINIO GIANA, residing at  
VIA MARCONI #71 - 20020 MAGNAGO-MI, ITALY (hereinafter referred  
to as "the Assignor"), witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements  
in MOBILE ITEM-SORTING UNIT HAVING AN ENDLESS BELT PROVIDED WITH AN  
ITEM-RESTRAINING CURB STRUCTURE set forth in an application, ☐ which is a provisional  
application to be filed herewith; ☐ which is a non-provisional application having an oath or  
declaration executed on even date herewith prior to filing of application; ☒ bearing Application No.  
09/332,594, and filed on JUNE 14, 1999; and

WHEREAS, CML HANDLING TECHNOLOGY S.P.A., a corporation duly organized under and  
pursuant to the laws of ITALY, and having its principal place of business at VIALE TICINO 2,  
21015 LONATE POZZOLO (VA), ITALY (hereinafter referred to as "the Assignee"), is desirous of  
acquiring the entire right, title, and interest in and to said inventions, the right to file applications  
on said inventions and the entire right, title and interest in and to any applications, including  
provisional applications for Letters Patent of the United States or other countries claiming priority  
to said application, and in and to any Letters Patent or Patents, United States or foreign, to be  
obtained therefor and thereon.


NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient  
consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned,  
transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the  
Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in  
and to the above-mentioned inventions, the right to file applications on said inventions and the  
entire right, title and interest in and to any applications for Letters Patent of the United States or  
other countries claiming priority to said application, and any and all Letters Patent or Patents of the  
United States of America and all foreign countries that may be granted therefor and thereon, and  
in and to any and all applications claiming priority to said applications, divisions, continuations, and  
continuations-in-part of said applications, and reissues and extensions of said Letters Patent or  
Patents, and all rights under the International Convention for the Protection of Industrial Property,  
the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and  
behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for  
which Letters Patent or Patents may be granted as fully and entirely as the same would have been  
held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with  
the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and  
delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and  
interest in and to the inventions set forth in said applications and said applications, including  
provisional applications, above-mentioned, and that the same are unencumbered, and that the  
Assignor has good and full right and lawful authority to sell and convey the same in the manner  
herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 31/08/99 Signature of Assignor   
Erminio GIANA