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COVER SHEET

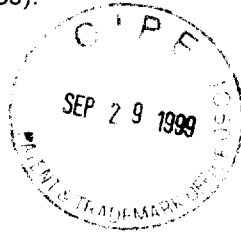
U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commiss

101162043

the attached original documents or copy(ies) thereof

1. Name of conveying party(ies):
Jörn SCHWARZ
Torsten SCHMIDT
Andreas GRÜNER
Gunnar VIERKE



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

TOLLENS FАHRZEUG- UND ANLAGENBAU GMBH
NEUBRANDENBURG

SPONHOLZER STR. 10 A
D-17034 NEUBRANDENBURG
GERMANY

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 13 July 1999

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

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

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No(s).

09/352,283 filed 13 July 1999

B: Patent No(s).

Additional numbers attached? No

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

The Firm of Karl F. Ross P.C.
Customer Number 000535
5676 Riverdale Avenue Box 900
Riverdale (Bronx), NY 10471-0900

Tel: (718) 884-6600

6. Total number of applications and patents involved:

1

7. Total fee (37CFR3.41) \$40

- Enclosed
- Authorized to be charged to deposit account

8. Charge any deficiency to Deposit account:

18-2025

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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.

Herbert Dubno Reg. 19,752

Signature

29 September 1999

Total number of pages including cover sheet, attachments, and document: 2

ASSIGNMENT

In Consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned,

Jörn SCHWARZ, Josef-Zintl-Str.6a, 80995 München, Germany;
Torsten SCHMIDT, Dorfstr. 16, 17039 Woggersin, Germany;
Andreas GRÜNER, Rotdornstr. 2a, 17033 Neubrandenburg, Germany; and
Gunnar VIERKE, Bahnhofstr.9, 17349 Neetzka, Germany

hereby sell, assign and transfer to

TOLLENTSE FAHRZEUG- UND ANLAGENBAU GMBH NEUBRANDENBURG

a limited-liability company of Germany having a place of business at
Sponholzer Str. 10a
D-17034 Neubrandenburg
Germany

its successors, assigns, and legal representatives, our entire right title and interest for the United States and all foreign countries, in and to the improvements disclosed in United States patent application **09/352,283** filed **13 July 1999** and which is entitled

COLD CELL OR COLD CHAMBER

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements.

We agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all rightful Oaths, Assignments, Powers of Attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements in said Assignee, its successors, assigns, and legal representatives; and

We covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey same as herein expressed is possessed by the undersigned.

Ⓢ Date: 13. Juli 1999

Jörn Schwarz
Jörn SCHWARZ

Ⓢ Date: 13. Juli 1999

Torsten Schmidt
Torsten SCHMIDT

Ⓢ Date: 13. Juli 1999

Andreas Gruner
Andreas GRÜNER

Ⓢ Date: 13. Juli 1999

Gunnar Vierke
Gunnar VIERKE