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U.S. DEPARTMENT OF COMMERCE

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PATENT AND TRADEMARK OFFICE

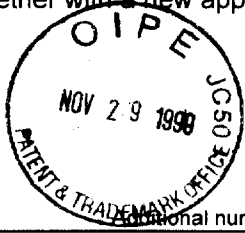
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Walter G. Pearson and May M. Pearson
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Baker Manufacturing Company, Inc.
Internal Address:
Street Address: 75 Wadley Street
City: Pineville State: LA Zip: 71360
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Security Agreement Other
 Merger Change of Name
Execution Date: 3 August 1998

4. Application number(s) or patent number(s):
If this document is being filed together with a new application other than a provisional patent application, the execution date of the application is:
A. Patent Application No.(s)



B. Patent No.(s) 3,045,864; 3,170,627; 3,215,310; 3,266,664; 3,368,713; 4,111,332; 4,171,065; and 4,869,394
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Seth M. Nehrbass
Internal Address:
GARVEY, SMITH, NEHRBASS & DOODY, L.L.C.
Street Address:
3838 N. Causeway Blvd., Suite 3290
City: Metairie State: LA Zip: 70002

6. Total number of applications and patents involved: 8

7. Total fee (37 C.F.R. 3.41) \$ 320
 Enclosed
 Authorized to be charged to deposit account any deficiencies

8. Deposit account number:
50-0694
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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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.
Seth M. Nehrbass
Name of Person Signing

Signature

23 Nov. 1999
Date

Total number of pages including cover sheet, attachments and document: 4

ASSIGNMENT

WHEREAS, Walter G. Pearson and May M. Pearson, Husband and Wife, are the owners in community of an undivided 50% interest in the following patents:

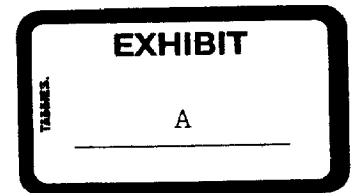
<u>COUNTRY</u>	<u>PATENT NO.</u>	<u>TITLE</u>
United States	3,045,864	"Article Counting Device"
United States	3,170,627	"Article Counting Device"
United States	3,215,310	"Article Counting Device"
United States	3,266,664	"Article Counting Device"
United States	3,368,713	"Article Counting Device"
United States	4,111,332	"Article Counting Device"
United States	4,171,065	"Circuitry And System For Controlling Multi-Use Article Dispensing Cells"
United States	4,869,394	"Article Counting Device"

and

WHEREAS, Baker Manufacturing Company, Inc. ("Assignee"), a corporation created and existing under and by virtue of the laws of the State of Louisiana, is desirous of acquiring the entire right, title and interest of Assignors in and to the above identified patents;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to Assignors in hand paid by Assignee, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby sell, assign, transfer, and set over to Assignee, all of Assignors' right, title, and interest in and to the above identified patents and any and all reissues thereof, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term for which said Patents of assignors have been granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

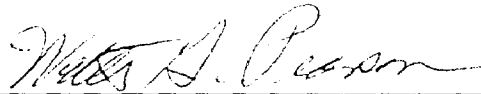
And Assignors further hereby covenant and agree that they will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said Patents, to Assignee, its successors, assigns, or other legal representatives and that if Assignee, its successors, assigns, or other legal representatives shall desire to secure a reissue of said Patents, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for such application for reissue and the procuring



thereof, and for the filing of such disclaimer, without further compensation but at the expense of said Assignee, its successors, or other legal representatives.

And Assignors do further covenant and agree that they will, at any time upon request, communicate to Assignee, its successors, assigns, or other legal representatives, such facts relating to said invention and Patents or the file histories thereof as may be known to them, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said Assignee, its successors, or other legal representatives.

EXECUTED THIS 3rd day of August, 1998.



Walter G. Pearson



May M. Pearson

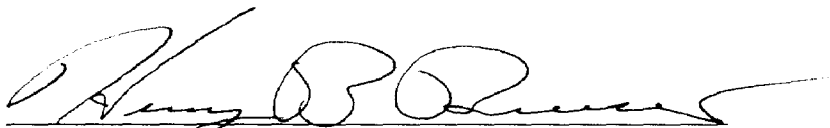
STATE OF LOUISIANA §

PARISH OF RAPIDES §

BEFORE ME, the undersigned authority, on this day personally appeared Walter G. Pearson and May M. Pearson, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same as their act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 3rd day of August, 1998.

(Seal)



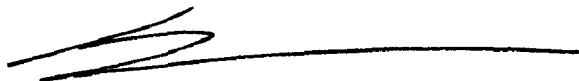
Notary Public in and for the State of Louisiana
My Commission Expires at Death

United States of America

State of Louisiana

Parish of Jefferson

I, Notary Public for life in and for the Parish of Orleans, State of Louisiana, U.S.A., hereby certify that the attached document is a true copy of the original.



Seth M. Nehrbass, Notary Public



November 8, 1999

Date