

Assistant Commissioner for Patents
BOX ASSIGNMENTS
Washington, D.C. 20231

01-27-2000



101251922

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney Docket No. 52969-010

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

1. A. Name of conveying party(ies):

Invention Machine Corporation
133 Portland Street
Boston, MA 02114-1722

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

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

Pragmatic Vision, Inc.
225 Friend Street
Boston, MA 02114

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



3. A. Nature of conveyances:

Assignment Merger
 Security Agreement Change of Name
 Other

B. Execution Dates: a) December 29 and 30, 1999

4. A. If this document is being filed together with a new application, the execution date of the application is: _____

B. Patent Application No.(s)
None

C. Patent No.(s)

5,423,477
5,472,139
5,709,257
5,865,568
5,562,313

D. Additional numbers attached? Yes No

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

Willem F. Gadiano, Esq.
McDermott, Will & Emery
600 13th Street, NW
Washington, D.C. 20005

6. Total number of applications and patents involved: 5

7. A. Total fee (37 CFR 3.41).....\$ 200.00

B. Enclosed (Check No. _____)

8. Credit any overpayment or charge any underpayment to deposit account number 13-0203

01/24/2000 JSHABAZZ 00000214 130203 5423477
01 FC:581 200.00 CH

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.

Willem F. Gadiano
Willem F. Gadiano, Esq. Reg. No. 37,136

Date: December 30, 1999

Total number of pages including cover sheet, attachments, and document: 14

ASSIGNMENT OF PATENT RIGHTS

WHEREAS INVENTION MACHINE CORPORATION, a Delaware corporation having a principal place of business at 133 Portland St., Boston, MA 02114 (hereafter "assignor") owns certain ownership rights, interests, and title in and to the United States Patents identified below (hereafter collectively and severally "patents"):

- 1. Patent No. 5,709,257 Issued: Jan 20, 1998 Subject matter: Bark Remover.
- 2. Patent No. 5,865,568 Issued: Feb 02, 1999 Subject matter: Vacuum Cleaner.

WHEREAS, PRAGMATIC VISION, Inc., a Delaware corporation with a place of business at 225 Friend St. Boston, MA 02114, (hereafter "assignee" which term shall include its successors, assigns, and transferees) is desirous of obtaining all of assignor's rights, title, and interests in and to said patents,

NOW THEREFORE, be it known that in consideration of the payment by assignee to assignor of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, assignor, hereby sells, assigns, and transfers to assignee its full and complete rights, titles, and interests in and to said patents (including the rights of priority thereto and any continuation, division, renewal, substitute, or reissue thereof and including any and all causes of actions, claims, damages, and remedies that may have and that may yet arise in the future based on any of said patents) for the full term or terms for which the same may be granted.


ASSIGNOR hereby covenants that, since it obtained its rights, title, and interests in said patents, no assignment, transfer, sale, agreement or encumbrance has been entered into which would conflict with this assignment, sale, and transfer and that any encumbrance thereon has been fully removed, cleared and satisfied.

ASSIGNOR further covenants that it will, upon assignee's request, provide to assignee promptly all pertinent facts and documents relating to said patents as may be known to and within the control of assignor and assignor will in good faith testify as to the same in any interference, proceeding, or litigation related thereto and will promptly execute and deliver to assignee or its legal representative any and all papers, instruments, affidavits, or the like required or useful to apply for any reissue or obtain, maintain, issue and enforce said patents.

IN WITNESS WHEREOF, assignor has hereunto set its hand and seal on the date indicated.

ASSIGNOR

INVENTION MACHINE CORPORATION

By: 
 Name: Angelo Gentile
 Title: CEO

Date 12.30.99

ASSIGNMENT OF
PIPE COUPLER PATENT RIGHTS

WHEREAS INVENTION MACHINE CORPORATION, a Delaware corporation having a principal place of business at 133 Portland St., Boston, MA 02114 (hereafter "assignor") owns certain rights, title and interests in and to United States Patent No. 5,562,313, issued October 8, 1996 (the "Pipe Coupler Patent");

WHEREAS said Pipe Coupler Patent claims priority from Russian Patent Application Serial No. 93-053234;

WHEREAS the assignor has entered into those certain agreements of understanding pertaining to said Russian Patent Application Serial No. 93-053234 (hereafter the "Russian Patent Understandings") attached hereto as Exhibit A.;

WHEREAS, PRAGMATIC VISION, Inc., a Delaware corporation with a place of business at 225 Friend St., Boston, MA 02114, (hereafter "assignee" which term shall include its successors, assigns, and transferees) is desirous of (1) obtaining all of assignor's rights, title, and interests in and to the Pipe Coupler Patent and (2) assuming assignor's rights and obligations set forth in the Russian Patent Understandings; and

WHEREAS assignor has collected no funds or revenues nor entered into any agreements or supply agreements that are in any way related to or affecting the Russian Patent Understandings.

NOW THEREFORE, be it known that in consideration of the payment by assignee to assignor of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Assignor, hereby assigns, transfers and sells to assignee its full and complete rights, title, and interest in and to the Pipe Coupler Patent (including the rights of priority thereto and any continuation, division, renewal, substitute, or reissue thereof and including any and all causes of actions, claims, damages, and remedies that may have and that may yet arise in the future based on any of said patents) for the full term or terms for which the same may be granted.

2. Assignor hereby assigns, transfers, and sells to assignee said Russian Patent Understandings and Assignee hereby accepts said assignment, transfer and deliverance of said Russian Patent Understandings, including all rights and obligations thereunder.

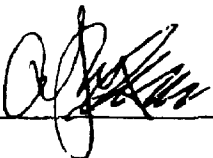
ASSIGNOR hereby covenants that no assignment, transfer, sale, agreement or encumbrance has been entered into that would conflict with this assignment, transfer and sale, and that any encumbrance thereon has been fully removed, cleared and satisfied.

ASSIGNOR further covenants that it will, upon assignee's request, promptly provide to assignee all pertinent facts and documents relating to said patents as may be known to and within the control of assignor and assignor will in good faith testify as to the same in any interference, proceeding, or litigation related thereto and will promptly execute and deliver to assignee or its legal representative any and all papers, instruments, affidavits, or the like required or useful to apply for any reissue or obtain, maintain, issue and enforce said patents.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, assignor and assignee have duly executed this Agreement under seal on the date indicated.

Invention Machine Corporation
Assignor

By: 
Name: _____
Title:

Date 12-30-99

Pragmatic Vision, Inc.
Assignee

By: Michael Waldman
Name: Michael K. Waldman
Title: President

Date 12.29.99

[SIGNATURE PAGE OF ASSIGNMENT OF
PIPE COUPLER PATENT RIGHTS]

EXHIBIT A

Russian Patent Understandings

Attached

UNDERSTANDING BETWEEN THOSE INVENTORS OF RUSSIAN PATENT APPLICATION SN93-053234, FILED NOV. 26, 1994 RESIDING IN THE CIS + MICHAEL VALDMAN AND INVENTION MACHINE CORPORATION (IMCorp)

IMCorp has an arrangement with Mr. M. Katz for the payment of the US filing, prosecution and maintenance costs related to the US filing of a patent application based upon said Russian Patent Application. This arrangement provides for IMCorp to be the contracting company for the commercialization of the invention and US patent.

IMCorp shall submit to Mr. Katz 50% of the earnings received by IMCorp from the licensing of the US patent. IMCorp shall submit to the other inventors their shares of 6.54% , i.e.:

Alexey Pinaev	-	3,33%
Simon Litvin	-	1,18%
Alexander Ljubomirsky	-	0,26%
Alexey Zakharov	-	0,33%
Alexey Mishin	-	0,98%
Michael Valdman	-	0,46%

of the earnings received by IMCorp from the licensing of the US patent.

Each inventor shall assign and sell his/her rights and ownership in the US patent application and any division, continuation, or other extension of the patent application, including the rights to priority to the Russian patent application for \$1.00 and the consideration stated herein.

This understanding shall be governed by the laws of the state of New Jersey, USA.

AGREED :

INVENTION MACHINE CORPORATION

by [Signature]

Date: _____

AGREED :

- (1) [Signature] Date: 11/09/94
- (1) [Signature] Date: 11/08/94
- (1) [Signature] Date: 11/08/94
- (1) [Signature] Date: 11/08/94
- (1) [Signature] Date: 11/08/94
- (1) [Signature] Date: 11.08.94

UNDERSTANDING BETWEEN THOSE INVENTORS OF RUSSIAN PATENT APPLICATION SN93-081234, FILED NOV. 26, 1994 RESIDING IN THE CIS + MICHAEL VALDMAN AND INVENTION MACHINE CORPORATION (IMCorp).

IMCorp has an arrangement with Mr. M. Katz for the payment of the US filing, prosecution and maintenance costs related to the US filing of a patent application based upon said Russian Patent Application. This arrangement provides for IMCorp to be the contracting company for the commercialization of the invention and US patent.

IMCorp shall submit to Mr. Katz 50% of the earnings received by IMCorp from the licensing of the US patent. IMCorp shall submit to the other inventors equal shares of 6.54% of the earnings received by IMCorp from the licensing of the US patent.

Each inventor shall assign and sell his/her rights and ownership in the US patent application and any division, continuation, or other extension of the patent application, including the rights to priority to the Russian patent application for \$1.00 and the consideration stated herein.

This understanding shall be governed by the laws of the state of New Jersey, USA.

AGREED:

AGREED:

INVENTION MACHINE CORPORATION
by [Signature]
Date: _____

- (1) [Signature] Date: 11/08/94
- (2) [Signature] Date: 11/08/94
- (3) [Signature] Date: 11/08/94
- (4) [Signature] Date: 11/08/94
- (5) [Signature] Date: 11/08/94
- (6) Michael Valdman Date: 11.08.94

ASSIGNMENT OF EXCLUSIVE LICENSE

WHEREAS INVENTION MACHINE CORPORATION, a Delaware corporation having a principal place of business at 133 Portland St., Boston, MA 02114 (hereafter "assignor") is the licensee of certain Exclusive Licenses to make, use, and sell products covered by the United States Patents identified below (hereafter collectively and severally "patents"), said Exclusive Licenses, attached hereto as Exhibit A being recorded at the U.S. Patent and Trademark Office at Reel 7344, Frames 0788-0792 and Reel 7828, Frames 0667-0670:

- 1. Patent No. 5,423,477 Issued: June 13, 1995 Subject matter: Pizza Box.
- 2. Patent No. 5,472,139 Issued: Dec 5, 1995 Subject matter: Pizza Box.

WHEREAS, PRAGMATIC VISION, Inc., a Delaware corporation with a place of business at 225 Friend St., Boston, MA 02114, (hereafter "assignee" which term shall include its successors, assigns, and transferees) is desirous of obtaining assignor's entire right, title and/or interest in the Exclusive Licenses,

NOW THEREFORE, be it known that in consideration of the payment by assignee to assignor of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, assignor, hereby sells, assigns, and transfers to assignee its entire right, title and/or interest in the Exclusive Licenses to make, use, and sell products under said patents (including the rights of priority thereto and any continuation, division, renewal, substitute, or reissue thereof and including any and all causes of actions, claims, damages, and remedies that may have and that may yet arise in the future based on any of said patents) for the full term or terms for which the same may be granted.

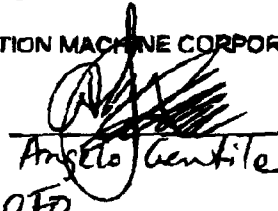
ASSIGNOR hereby represents and covenants that, since it obtained said Exclusive Licenses in said patents, no assignment, transfer, sale, agreement or encumbrance has been or entered into which would conflict with this assignment, sale, and transfer and that any encumbrance thereon has been fully removed, cleared and satisfied.

ASSIGNOR further covenants that, upon assignee's request, it will promptly provide to assignee all pertinent facts and documents relating to said patents as may be known to and within the control of assignor and assignor will in good faith testify as to the same in any interference, proceeding, or litigation related thereto and will promptly execute and deliver to assignee or its legal representative any and all papers, instruments, affidavits, or the like required or useful to apply for any reissue or obtain, maintain, issue and enforce said patents.

IN WITNESS WHEREOF, assignor has hereunto set its hand and seal on the date indicated.

ASSIGNOR

INVENTION MACHINE CORPORATION

By: 
 Name: Angelo Gentile
 Title: CFO

Date 12-30-99

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RECEIVED TIMEDEC. 30. 3:05PM

PRINT TIMEDEC. 30. 3:06PM
PATENT

REEL: 010485 FRAME: 0882

EXHIBIT A

IMC's recorded Exclusive Licenses under the '477 and '139 patents

FORM PTD-1985
1-31-82

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

40-581

Tab settings

MAIL ROOM
FEB 21 1995
OFF

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

1. Name of conveying party(ies):
Michael Waldman
Michael Schum

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

Internal Address:

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

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

Street Address: 181 Acorn Dr.

City: Clark State: NJ ZIP: 07066

Execution Date:

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)
08/082, 410

B. Patent No.(s)

Additional numbers attached? Yes No

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

6. Total number of applications and patents involved: 1

Internal Address:

7. Total fee (37 CFR 3.41): \$ 40 -

Enclosed check # 390

Street Address: P.O. Box 5592

Authorized to be charged to deposit account *any further amounts doc.*

City: Clark State: NJ ZIP: 07066

8. Deposit account number:
19-4124

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

140 KJ 03/01/95 08082410

1 581

40.00 CK

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.

93752289
Edward Dreyfus

[Signature]

Feb 14, 1995

Name of Person Signing

Signature

Date

Reg No. 22382
Tel: 908-382-6886

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

VALD - 1

EXCLUSIVE LICENSE UNDER UNITED STATES PATENT APPLICATION
(JOINT INVENTOR)

WHEREAS, (1) Michael Valdman, a permanent U.S. resident and citizen of the former Soviet Union, residing at 7617 Langdon St., Philadelphia, PA 19111; and
(2) Michael Schum, a United States citizen, residing at 61 Harrowgate Dr., Cherry Hill, New Jersey, 08003, (hereinafter collectively and severally referred to as licensors) have invented a certain invention entitled:

PIZZA BOX

for which application for Letters Patent of the United States has been filed on June 24, 1993 and bearing Serial No. 08/082410, which is a continuation - in - part of U.S Patent Application Serial No. 07/860,177, filed 03/30/92, now abandoned (all hereinafter referred to as patent application), and

WHEREAS INVENTION MACHINE CORPORATION, a New Jersey corporation having an office at 181 Acorn Dr. Clark, New Jersey, 07088, (hereinafter referred to as licensee), is desirous of acquiring the exclusive rights and license to said invention and application and patents arising therefrom through out the world,

NOW THEREFORE, be it known that in consideration of the payment by licensee to licensors of the sum of ten dollars (\$10) and for other good and valuable consideration, the receipt of which is hereby acknowledged, licensors hereby grant to licensee the exclusive rights to make, have made, use, lease and sell said invention under said patent application in the United States, its possessions and in all foreign countries and under all Letters Patent or similar legal protection in the United States, its possessions, and any and all foreign countries to be obtained on said invention or issuing from said patent application or any continuation, continuation-in-part, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted. This license grant includes the rights for licensee to grant licenses, sublicenses, exclusive or otherwise, within licensee's sole discretion and to file in its own name divisional, continuation, continuation-in-part and reissue applications in the United States based upon or extended from said patent application and to file corresponding applications in its own name in all countries of the world and including the exclusive rights of priority for that purpose.

Licensors hereby covenant that no assignment, sale, agreement, license or encumbrance has been or will be made or entered into which would conflict with this exclusive license:

VALD - 1

Licensors further covenant that they will, upon licensee's request, provide licensee promptly with all pertinent facts and documents relating to said invention, application, and Letters Patent and legal equivalents thereto in foreign countries as may be known to and within the control of licensors and will in good faith testify as to the same in any interference and litigation related thereto and will promptly execute and deliver to licensee or its legal representative any and all papers, instruments, affidavits, or the like required or useful to apply for, obtain, maintain, issue and enforce any of said patent application, said applications or said Letters Patent or equivalent thereof in any country of the world which may be necessary or desirable therefor.

This license and all rights and obligations hereunder (i) are fully assignable by licensee and (ii) shall terminate automatically upon licensee filing for protection under the bankruptcy laws or being subject to a petition for involuntary bankruptcy under the bankruptcy laws of the United States or of any state of the United States.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the respective date(s) indicated.

(1) Sig: Michael Jellman Date 11/17/93

(2) Sig: _____ Date _____

REEL 1344 FRAME 190

NOV-12-98 FRI 9:54

Invention Machine Corp 215 745 7510

P-81
P-82

VALD - 1

**EXCLUSIVE LICENSE UNDER UNITED STATES PATENT APPLICATION
(JOINT INVENTOR)**

WHEREAS, (1) Michael Valdman, a permanent U.S. resident and citizen of the former Soviet Union, residing at 7817 Langdon St., Philadelphia, PA 19111, and
(2) Michael Sohum, a United States citizen, residing at 81 Barrowgate Dr., Cherry Hill, New Jersey, 08003, (hereinafter collectively and severally referred to as licensors) have invented a certain invention entitled:

PIZZA BOX

for which application for Letters Patent of the United States has been filed on June 24, 1992 and bearing Serial No. 08/082410, which is a continuation - in - part of U.S Patent Application Serial No. 07/860,177, filed 03/30/92, now abandoned (all hereinafter referred to as patent application), and

WHEREAS INVENTION MACHINE CORPORATION, a New Jersey corporation having an office at 181 Acorn Dr. Clark, New Jersey, 07088, (hereinafter referred to as licensee), is desirous of acquiring the exclusive rights and license to said invention and application and patents arising therefrom through out the world,

NOW THEREFORE, be it known that in consideration of the payment by licensee to licensors of the sum of ten dollars (\$10) and for other good and valuable consideration, the receipt of which is hereby acknowledged, licensors hereby grant to licensee the exclusive rights to make, have made, use, lease and sell said invention under said patent application in the United States, its possessions and in all foreign countries and under all Letters Patent or similar legal protection in the United States, its possessions, and any and all foreign countries to be obtained on said invention or issuing from said patent application or any continuation, continuation-in-part, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted. This license grant includes the rights for licensee to grant licenses, sublicenses, exclusive or otherwise, within licensee's sole discretion and to file in its own name divisional, continuation, continuation-in-part and reissue applications in the United States based upon or extended from said patent application and to file corresponding applications in its own name in all countries of the world and including the exclusive rights of priority for that purpose.

Licensors hereby covenant that no assignment, sale, agreement, license or encumbrance has been or will be made or entered into which would conflict with this exclusive license:

Page 1 of 2

REEL 1344 FRAME 191

.....Invention Machine Corp 215 745 7510

NOV-12-93 FRI 9155

P.02
P.03

VALD - 1

Licensors further covenant that they will, upon licensee's request, provide licensee promptly with all pertinent facts and documents relating to said invention, application, and Letters Patent and legal equivalents thereto in foreign countries as may be known to and within the control of licensors and will in good faith testify as to the same in any interference and litigation related thereto and will promptly execute and deliver to licensee or its legal representative any and all papers, instruments, affidavits, or the like required or useful to apply for, obtain, maintain, issue and enforce any of said patent application, said applications or said Letters Patent or equivalent thereof in any country of the world which may be necessary or desirable therefor.

This license and all rights and obligations hereunder (i) are fully assignable by licensee and (ii) shall terminate automatically upon licensee filing for protection under the bankruptcy laws or being subject to a petition for involuntary bankruptcy under the bankruptcy laws of the United States or of any state of the United States.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the respective date(s) indicated.

(1) Sig: Michael S. Johnson Date: 11/17/93
(2) Sig: [Signature] Date: 11-19-93

REEL 7344 FRAME 792

FEB 21 95

RECORDED
PATENT AND TRADEMARK
OFFICE

FORM 270-1 (1-31-92) **MAIL ROOM** **RECORDATION / PATENT** **09-27-1995** **DEPARTMENT OF COMMERCE Patent and Trademark Office**

To: **Honorable Commissioner of Patents and Trademark** **00 581 D**

108865328

MURD 9-11-95

1. Name of conveying party(ies):
 Simon S. Litvin
 Vladimir M Gerasimov
 Alexey N. Zakharov

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

2. Name and address of receiving party(ies):
 Name: INVENTION MACHINE CORPORATION
 Internal Address: _____
 Street Address: 4 Cambridge Center
 City: Cambridge State: MA ZIP: 02142

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

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

Execution Date: _____

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)
SN 08/125,457

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Edward Dreyfus Esq.
 Internal Address: _____
 Street Address: P.O. Box 5592
 City: Clark State: NJ ZIP: 07066

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40
 Enclosed check # 419
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

050 TL 09/19/95 08125457 1 581 40.00 CK

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.

Edward Dreyfus [Signature] Sep 8, 1995
 Name of Person Signing Signature Date
Reg No 22382 Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

PATENT REEL: 7628 FRAME: 0667

Additional Names of Conveying Parties
SN 08/125,457

Alexander L. Ljubomirsky
Лона Василевскаја
Igor Gridnev
Michael Valdman

1

PATENT
REEL: 7628 FRAME: 0668

PATENT
REEL: 010485 FRAME: 0890

EXCLUSIVE LICENSE UNDER UNITED STATES PATENT APPLICATION
(SOLE OR JOINT INVENTOR)

- WHEREAS, (1) Simon S. Litvin, a Russian citizen, residing at 81-38 Malodet-
skoselsky Ave., St. Petersburg, 198147, Russia, and
- (2) Vladimir M. Gerasimov, a Russian citizen, residing at 115-15 Polevaja
St., Metallstroy, St. Petersburg, 189631, Russia, and
- (3) Alexey N. Zakharov, a Russian citizen, residing at 111-22 Zavodskoy
Ave., Kolpino, St. Petersburg, 189630, Russia, and
- (4) Alexander L. Ljubomirsky, a Russian citizen, residing at 28-I-1, Tikh-
retskey Ave., St. Petersburg, 194064, Russia, and
- (5) Ilona Vasilevskaja, a Belarus citizen, residing at 125-179, Skorina
Ave., Minsk, 220114 Belarus, and
- (6) Igor Gridnev, a citizen of the former USSR, residing permanently in the United
States at 3082 Brighton 13th St., 2nd Floor,
Brooklyn, NY, 11235, and
- (7) Michael Valdman, a citizen of the former USSR, residing permanently in the United
States at 7617 Langdon St., Philadelphia, PA, 19111

(hereinafter collectively and severally referred to as licensors) have invented jointly a certain invention entitled: **IMPROVED PIZZA BOX** for which application for Letters Patent of the United States has been filed on September 22, 1993 and bearing the Serial No. 08/125457, AND

WHEREAS, INVENTION MACHINE CORPORATION, a New Jersey corporation having an office at 4 Cambridge Center, Cambridge, MA, 02142, (hereinafter referred to as licensee), is desirous of acquiring the exclusive rights and license to make, use, and sell said invention under said patent application and any and all letters patents issuing therefrom or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW THEREFORE, be it known that in consideration of the payment by licensee to licensors of the sum of ten dollars (\$10) and for other good and valuable consideration, the receipt of which is hereby acknowledged, licensors hereby grant to licensee the exclusive rights to make, use, and sell said invention under said patent application in the United States, its possessions and in all foreign countries and under all Letters Patent or similar legal protection in the United States, its possessions, and any and all foreign countries to be obtained on said invention or issuing from said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be

PATENT
REEL: 7628 FRAME: 0669

PATENT
REEL: 010485 FRAME: 0891

granted. This license grant includes the rights for licensee to grant licenses, sublicenses, exclusive or otherwise, within licensee's sole discretion and to file in its own name divisional, continuation, and reissue applications in the United States based upon or extended from said patent application and to file corresponding applications in its own name in all countries of the world and including the exclusive rights of priority for that purpose.

Licensors hereby covenant that no assignment, sale, agreement, license or encumbrance has been or will be made or entered into which would conflict with this exclusive license;

Licensors further covenant that they will, upon licensee's request, provide licensee promptly with all pertinent facts and documents relating to said invention, application, and Letters Patent and legal equivalents thereto in foreign countries as may be known to and within the control of licensees and will in good faith testify as to the same in any interference and litigation related thereto and will promptly execute and deliver to licensee or its legal representative any and all papers, instruments, affidavits, or the like required or useful to apply for, obtain, maintain, issue and enforce said application or Letters Patent or equivalent thereof in any country of the world which may be necessary or desirable therefor.

This license and all rights and obligations hereunder (i) are fully assignable by licensee and (ii) shall terminate automatically upon licensee filing for protection under the bankruptcy laws or being subject to a petition for involuntary bankruptcy under the bankruptcy laws of the United States or any state of the United States.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the respective date(s) indicated,

- (1) Sig: [Signature] Date 08/10/95
- (2) Sig: [Signature] Date 08/24/95
- (3) Sig: [Signature] Date 08/10/95
- (4) Sig: [Signature] Date 08/10/95
- (5) Sig: [Signature] Date 08/15/95
- (6) Sig: Igor Grudun Date 08/14/95
- (7) Sig: [Signature] Date 08/15/95

exclus2.htm

RECORDED: 09/11/1995

PATENT
REEL: 7628 FRAME: 0670

RECORDED: 12/30/1999

PATENT
REEL: 010485 FRAME: 0892