

REEL: 011439 FRAME: 0157

ASSIGNMENT AND AGREEMENT

FOR VALUE RECEIVED, we, Raul J. Cabrera, 2720 Cold Springs Trail-SW, Marietta, Georgia 30064-4406; Steve L. Garren, 205 South Mitchell Avenue, Arlington Heights, Illinois 60005; and William E. Floor, 775 Trellis Pond Court, Lawrenceville, Georgia 30043, all citizens of the United States of America; hereby sell, assign and transfer to AVERY DENNISON CORPORATION, a Delaware corporation, with a principal place of business at 150 North Orange Grove Boulevard, Pasadena, California 91103, its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to improvements in PAVEMENT MARKING SYSTEM, described in an application for Letters Patent of the United States and executed on January 2, January 8, January 2, 2001, respectively and all the rights and privileges under any and all Letters Patent that may be granted therefor, including any and all continuations, continuations-in-part, divisions, reissues, re-examinations, and extensions thereof.

We request that any and all patents for said inventions be issued to said assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

We covenant with said assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

Signed at Atlanta GA this 2nd day of Jan, 2001.

Raul J. Cabrera
Raul J. Cabrera

Signed in our presence and acknowledged to be an assignment of the application (invention) hereinabove referred to.

Witness Frank H. Munn Date 01/02/01

Witness Charles Allen Date 01/02/01

Signed at Niles this 8th day of Jan., 2001.

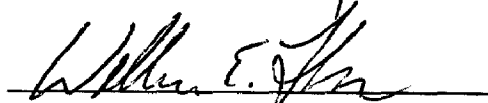
Steve L. Garren
Steve L. Garren

Signed in our presence and acknowledged to be an assignment of the application (invention) hereinabove referred to.

Witness Mark L. Lynn Date 1/8/01

Witness John D. Spaulding Date 1/8/01

Signed at Atlanta, GA this 2 day of January, 2001.


William E. Floor

Signed in our presence and acknowledged to be an assignment of the application (invention) hereinabove referred to.

Witness Susan M. Mignone Date 02/2/00

Witness Michael A. Mann Date 01/02/01