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06-05-2001



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To the Honorable commissioner of Patents
Please record the attached original docur

1. Name of conveying party(ies):

John W. Clifford
Steven P. Lewalski
Matthew D. Bouche
Bruce J. Taylor

5-2501

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

Name: Roll Systems, Inc.

Street Address: 53 Third Ave.

City: Burlington

State: MA Zip: 03104

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

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

3. Nature of conveyance:

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

Execution Date: 4/20/01; 4/30/01 and 5/2/01

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

09/702,497

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

A. Patent Application No.(s)

B. Patent No. (s)

Additional numbers attached? _____ Yes No

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

Name: William A. Loginov

Street Address: 88 Black Falcon Ave.

City: Boston State: MA Zip: 02210

6. Total number of applications and patents involved:..... 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account no. 03-1237 (Attach duplicate copy of this page if paying by deposit account)

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.

5-25-01

William A. Loginov, Reg. No. 34,863

Date:

Total number of pages comprising cover sheet: 1

ASSIGNMENT

Whereas We, John W. Clifford, whose residence address is 122 Fountain Street, Ashland, MA 01721, Steven P. Lewalski, whose residence address is 84 Cleveland St., Melrose, MA 02176, Matthew D. Bouche, whose residence address is 61 Clover Hill Circle, Tyngsboro, MA 01879, and Bruce J. Taylor, whose residence address is 57 Tennyson Drive, Manchester, NH 03104, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled CUT SHEET STREAMER AND MERGER, identified by Cesari and McKenna File No. 133001-0099, which application was executed by us on _____ **even date** _____; and

Whereas Roll Systems, Inc., whose address is 53 Third Ave., Burlington, MA 01803, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made;

