

07-09-2001



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<p>1. Name of party or parties conveying an interest: Walther Moreira</p>	<p>2. Name and address of party or parties receiving an interest: Name: ISM Services Inc. Street Address: 3535 165th Street City: Hammond State: Indiana Zip: 46323</p>
<p>3. Description of the interest conveyed: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement Execution Date: May 13, 2000</p> <p style="text-align: right;">Other: <i>6-29-2001</i></p>	
<p>4. Application number(s) or patent number(s). Additional sheet attached? YES _____ NO <u>X</u></p> <p>A. Patent application no.(s): _____</p>	<p>If the document is being filed together with a new application, the execution date of the application is: _____</p> <p>B. Patent no.(s): <u>5,967,069</u></p>
<p>5. Name and address of party to whom correspondence concerning this cover sheet should be mailed: Name: Brent E. Matthias Reg. No. 41,974 MARSHALL, O'TOOLE, GERSTEIN, MURRAY & BORUN Street Address: 6300 Sears Tower, 233 South Wacker Drive City: Chicago State: Illinois Zip: 60606-6402</p>	<p>6. Number of applications and/or patents identified on this cover sheet: <u>1</u></p> <p>7. Amount of fee enclosed or authorized to be charged: \$ 40.00</p> <p>8. <i>Any additional required fee may be charged, or any overpayment credited to our deposit account: 13-2855</i></p>

9. To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

Date: June 26, 2001

Brent E. Matthias
Reg. No. 41,974

Total number of pages including cover sheet, attachments, and document: 7

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ASSIGNMENT

This Agreement made this 13th day of May 2000 between Walther Moreira, resident of the State of Illinois hereinafter referred to as "Assignor" or "Moreira" and ISM Services, Inc., an Indiana for profit corporation located at Hammond, Indiana hereinafter referred to as "ISM" or "Assignee".

WHEREAS, Felipe Rodriguez and Walther Moreira applied for and had issued a certain patent by the United States Patent Office on the 19th day of October, 1999 numbered 5,967,069 (commonly known as IN2000 Tacking Machine System) for an Air Knife Thread Trimming System;

WHEREAS, Felipe Rodriguez has assigned his interest in said patent to ISM;

WHEREAS, ISM wishes to acquire Moreira's interest in said patent;

WHEREAS, Moreira wishes to transfer his interest in said patent to ISM.

NOW, THEREFORE, in consideration of the mutual covenants as set forth below, the parties agree as follows:

1. That Moreira, unconditionally and without reservation or limitation, does hereby assign all of his interests and rights both legal and equitable in and to that patent issued the 19th day of October, 1999 number 5,967,069 to ISM.

2. Moreira warrants that (with the exception of the interest currently held by ISM) with respect to the aforementioned patent which is the subject of this Agreement, that he has in no manner sold, gifted, encumbered or otherwise alienated in any way his interest in said patent and has full capacity and authority to enter this Agreement and make the transfer as is the subject of this Agreement.

3. Moreira agrees to provide copies of all available schematics, electric diagrams and drawings along with a bill of materials and specifications necessary to manufacture all electronic systems for the IN2000 product and all such materials will be made available to ISM no later than May 31, 2000.

4. ISM plans to enter negotiations to execute an agreement with MIM Industries, Inc. (a Brother company) licensing patent rights to manufacturer, assemble, market and install the IN2000 system for a license fee.

5. That ISM will pay Moreira the sum of \$150.00 for each of up to 300 units that are sold over the next eighteen (18) month period beginning with an agreement entered between ISM and MIM (Brother). Payment of such sum pursuant to this contract will be within fifteen (15) days of receipt of MIM/Brother payment by ISM.

6. ISM will purchase ten (10) Electronic Microprocessor Systems, including all cabling, harnesses and connectors, for

the IN2000 System at a price of \$1,250.00 per system and Moreira agrees to furnish any additional systems needed by ISM at the aforesated price. Any purchases under this provision and subsequent sales by ISM incorporating components supplied by Moreira will not count toward the 300 units as set forth above nor will Moreira be entitled to an additional payment of \$150.00 for each such unit.

7. Payments will be made within thirty (30) days on all orders which have been confirmed as shipped and billed. ISM will diligently provide complete reporting including confirmations of all such deliveries in order to accurately monitor all payments due Moreira.

8. This agreement encompasses the entire agreement of the parties and any amendments hereto shall be in writing.

9. This agreement shall be interpreted pursuant to the laws of the State of Indiana both procedural and substantive.

10. All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the property party, at the following addresses:

Assignor: Walther Moreira
~~62 Medinah Circle~~
~~Glendale Heights, IL 60139~~

766 Hemlock LAKE
CAROL STREAM, IL 60188

Assignee: ISM Services, Inc.
3535 - 165th Street
Hammond, IN 46323
Felipe Rodriguez, President

Copy to: J.B. Smith, Esquire
Beckman Kelly & Smith
5920 Hohman Avenue
Hammond, IN 46320

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

12. In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter within it.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

15. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

16. In the event either party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

17. Neither Assignee nor Assignor shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Assignee or Assignor and which by the exercise of due diligence Assignee or Assignor is unable, wholly or in part, to prevent or overcome.

18. Time is of the essence of this Agreement.

WHEREFORE, the parties have executed this Agreement at
Hammond, Indiana on the date as above first written.

ASSIGNOR: WALTHER MOREIRA


WALTHER MOREIRA

ASSIGNEE: ISM SERVICES, INC.

BY: 
FELIPE RODRIGUEZ, PRESIDENT

ATTEST:


LINDA RODRIGUEZ, SECRETARY