

05-10-2002

Form PTO-1595
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
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OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies): 5-2-02
Electronic Merchandising Systems, Inc.

2. Name and address of receiving party(ies)
Name: Vertex Technologies, Inc.
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: 11785 Highway Drive
City: Cincinnati State Ohio Zip: 45241

Execution Date: May 11, 2001

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)

B. Patent No.(s)
5,205,436

Additional numbers attached? Yes No

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

Name: Jessica Oien, Esq.

Internal Address: _____

Street Address: 12390 El Camino Real

City: San Diego State: CA Zip: 92130

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 number:

50-1273

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

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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.

Jessica Oien
Name of Person Signing

[Signature]
Signature

10/29/01
Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

05/09/2002 DBYRNE 0000061 501273 5205436
01 FC:501 40.00 CH

PATENT
REEL: 012865 FRAME: 0388

ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (the "Agreement") is entered into this 11th day of May, 2001 (the "Effective Date"), by and between Electronic Merchandising Systems, Inc., an Ohio corporation with a principal place of business at 11785 Highway Drive, Cincinnati, Ohio 45241 ("Assignor"), and Vertex Technologies, Inc., an Ohio corporation and an affiliate of Assignor with its principal place of business at 11785 Highway Drive, Cincinnati, Ohio 45241 ("Assignee").

WHEREAS, Assignor is the owner of U.S. Patent No. 5,205,436 entitled MAINE TOOL DISPENSING DEVICE AND SYSTEM and all corresponding foreign patents and patent applications (the "Patent Rights");

WHEREAS, the Patent Rights pertain to the business conducted by Assignee;

WHEREAS, Assignee has agreed to sell 100% of its outstanding common stock to SupplyPro, Inc., a Delaware corporation ("SupplyPro") pursuant to the terms of that certain Stock Purchase Agreement of even date herewith by and among SupplyPro, Assignee and Vertex Holdings, Inc., a Delaware corporation and the parent corporation of Assignor and Assignee ("Vertex Holdings").

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Patent Rights and the underlying inventions described therein, in the United States and throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Patent Rights in the United States and throughout the world.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest throughout the world in and to the Patent Rights, the underlying inventions described therein and all existing and future design modifications and improvements thereon, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues, reexaminations, and renewals thereof, or other equivalents thereof, and further, all rights and privileges pertaining to the Patent Rights and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including, without limitation, the right, if any, to sue and recover for damages or bring other actions for past, present and future infringement thereof.

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions, design modifications and improvements and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, and the Patent Cooperation Treaty, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense: (a) cooperate with Assignee in the prosecution of U.S. patent applications and foreign counterparts on the inventions and any design modifications and improvements; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request, including, but not limited to securing the assistance of any other party necessary to obtain, maintain, defend or enforce Letters Patent for the inventions, design modifications and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under the preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignee.

This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

**ELECTRONIC MERCHANDISING
SYSTEMS, INC.**

By: *[Signature]*
Title: Pres
Date: 5-11-2001

VERTEX TECHNOLOGIES, INC.

By: *[Signature]*
Title: Pres
Date: 5-11-2001

[SIGNATURE PAGE TO THE ASSIGNMENT OF PATENT RIGHTS]

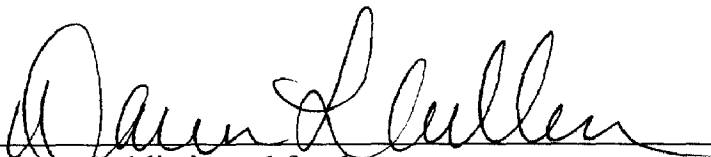
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

On this 11th day of May, in the year 2001, before me, the undersigned Notary Public, duly commissioned and sworn, Kent Savage personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



Notary Public in and for the
aforesaid County and State

