

DEED OF ASSIGNMENT

THIS ASSIGNMENT is made this day of 2002 between

Finning (UK) ^{LTD} Limited, an English company, of Thorby Avenue, March Trading Park, March, Cambridgeshire, PE15 0AZ, of the first part ("the Assignor")

and

Bitelli S.p.A, an Italian company, of Via IV Novembre, 2, 40061 Minebio, Bologna, of the second part ("the Assignee").

WHEREAS the Assignor is the proprietor of UK patent application number GB 0115039.0 and International patent application number PCT/EP02/06992 ("the Patent Applications") in respect of the invention described therein ("the Invention")

AND WHEREAS the Assignor has agreed to assign to the Assignee the Invention and the Applications and all its rights, title and interest therein upon the terms and conditions set out below

NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:

1. In pursuance of the premises and in consideration of the sum of £1 (one pound sterling) paid to the Assignor by the Assignee, the receipt whereof is hereby acknowledged, together with the undertaking made herein by the Assignee to pay the future costs of any patent applications or other industrial property rights relating to the Invention, the Assignor hereby assigns to the Assignee with full title guarantee:
 - 1.1 the Invention and all intellectual property rights relating thereto throughout the world together with the right to apply for patent and other industrial property rights relating to the Invention or any part thereof in any country of the world;
 - 1.2 all copyright, unregistered design rights and rights of a similar nature relating to any models, prototypes, plans, designs, drawings, sketches, computer programs or systems or other documents (the Design Material) which the Assignor has prepared, whether completed or not, relating to the invention, together with the right to reproduce, duplicate, modify or adapt any such Design Material;
 - 1.3 any patents granted under the Patents Act 1977 in the United Kingdom pursuant to the Application and any foreign patents or similar forms of

protection granted in any other country of the world in respect of the
Invention; and

- 1.4 all causes of action which may have accrued to the Assignor anywhere in the world in relation to any infringement of any of the rights hereby assigned.

TO HOLD the same unto and to the use of the Assignee, its successors and assigns absolutely.

2. The Assignor warrants that:

- 2.1 it is the registered proprietor of the Applications and holds the Applications free of all liens, charges, encumbrances and other rights of or obligations owing to any person;
- 2.2 it is the sole legal and beneficial owner of the Invention and Applications and no licence, assignment or legal or equitable charge has been granted or made in respect of any of them;
- 2.3 no person has the right to call for the assignment or grant of a licence to it of the Invention or Applications under any option or other agreement, nor is there any other conditional or unconditional agreement whereby such rights might arise;
- 2.4 to the best of its knowledge none of its rights to the Invention or under the Applications is being challenged, violated or infringed by any third party;
- 2.5 it has not done or omitted to do anything which act or omission might render any patent granted under the Applications or in respect of the Invention invalid or subject to revocation; and
- 2.6 all official fees due in respect of the Applications have been paid.

3. The Assignor HEREBY COVENANTS with the Assignee that the Assignor will at the expense of the Assignee execute sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned and if so requested by the Assignee to apply for any patents or other forms of protection in respect of the Invention throughout the world and fully and effectively to vest the same in the Assignee or as the Assignee shall direct.

4. This assignment shall be construed in accordance with and governed by English law and the English courts shall have jurisdiction over any disputes thereunder.

EXECUTED AS A DEED under English Law by the parties hereunto the day and date first written above

S. MAZZETT
Name:

Position: MANAGING DIRECTOR

For and on behalf of Finning (UK) ^{LD} Limited



in the presence of:

Name:

Address:

Occupation:

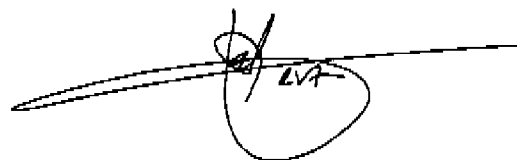
S. J. Delaney
77 COTTON HILL
BRIMLEY
KENT BR15 8PS
ACCOUNTANT

The rights assigned hereunder are hereby accepted

R. V. ZACCARDI
Name:

Position: Managing Director

For and on behalf of Bitelli S. p. A.



in the presence of:

Name:

Address:

Occupation:

Gregory Dubay
Via Cesare Battisti, 23
40133 Bologna, Italia
Technical Manager