

ASSIGNMENT

For one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter AAssignor≅) hereby sells, assigns and transfers to TONAZZI S.r.l. ,
a Corporation, having a principal place of business at Via Kennedy 2
20023 CERRO MAGGIORE (MILANO) ITALY

its successors, legal representatives, assigns and nominees (hereinafter AAssignee≅), my/our entire right, title and interest in, to, and under:

a. Assignor's application for Letters Patent entitled:

A MACHINE FOR FILLING AND CLOSING TUBES

_____ Executed On:
_____ Serial Number: _____ Filed:

- b. Any and all inventions described in said application for Letters Patent.
- c. Any and all divisional, continuation, renewal, and substitute applications that may be filed for United States Letters Patent for any and all of said inventions.
- d. Any and all patents that may be granted on the foregoing applications and any and all continuations, reissues, or extensions thereof.
- e. Any and all improvements thereon or relating thereto which assignor has ~~invented~~.
- f. Any and all rights in foreign countries under such applications and inventions, including the right to claim the priority date of the United States application and the right to priority under such application under the International Convention.

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all such Letters Patent for said invention to said Assignee.

Assignor further covenants and warrants that, to the best of his/her knowledge, the rights and properties herein conveyed are free and clear of any encumbrances and Assignee shall hold and enjoy any and all inventions, application, and Letters Patent issued thereon for its own use as fully and entirely as the Assignor would have held and enjoyed said rights had this assignment and sale not been made, including the full right of the Assignee to convey said rights.

Assignor further agrees on his/her own behalf, and on behalf of his/her heirs, legal representatives, administrators, and assigns, at any time, upon request, without additional compensation, but at no expense, to:

1. Communicate to said Assignee any facts relating to the invention and the history thereof;

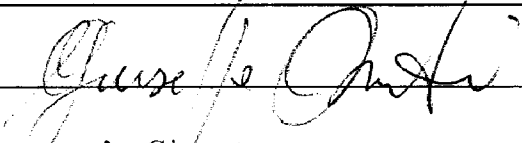
2. Execute and deliver all papers and do all acts which may be necessary, desirable, or convenient to secure, maintain, and enforce patents for said invention in any and all countries; and to execute and deliver any and all papers or instruments that in the opinion of Assignee may be necessary or desirable to vest title thereto in Assignee or its nominees, including the execution and delivery of any and all papers or instruments to carry out the terms of this Agreement, and to secure to Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed; and

3. Testify at all proceedings concerning said invention and patents.

Full Name of First Inventor:

Full Name of Second Inventor:

Giuseppe MONTI



Inventor's Signature

January 12, 2005

Date

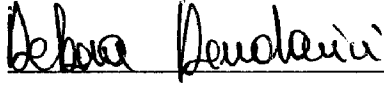
Inventor's Signature Date

Witness: Debora DONDARINI

Witness: _____

Print Name

Print Name



Signature

January 12, 2005

Date

Signature

Date

Full Name of Third Inventor:

Full Name of Fourth Inventor:

Inventor's Signature

Date

Inventor's Signature

Date