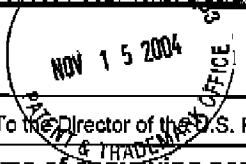




Form PTO-105 (REV. 10/06)
OMB No. 0651-0027 (exp. 03/30/2005)

11-22-2004

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

		RECOR  102886912	
To the Director of the U.S. Patent and Trademark Office, please record the attached documents or the new address(es) below.			
1. Name of conveying party(ies)/Execution Date(s): Siegbert VIAL Georg KEIL Execution Date(s) <u>07/20/2004</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Merz & Krell GmbH & Co., KgaA</u> Internal Address: _____ Street Address: <u>Bahnhofstrasse 76,</u> <u>64401 Gross-Bleberau, Germany</u> City: _____ State: _____ Country: _____ Zip: _____ Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		4. Application or patent number(s): A. Patent Application No.(s) <u>10/501,322</u> <input checked="" type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>STEPHAN P. GRIBOK</u> Internal Address: <u>DUANE MORRIS LLP</u> Street Address: <u>ONE LIBERTY PLACE</u> City: <u>PHILADELPHIA</u> State: <u>PA</u> Zip: <u>19103</u> Phone Number: <u>215-979-1282</u> Fax Number: <u>215-979-1020</u> Email Address: <u>Sgribok@duanemorris.com</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
9. Signature: <u>Stephan Gribok</u> Signature		<u>November 11, 2004</u> Date	
STEPHAN P. GRIBOK, REG. NO. 29,643 Name of Person Signing		Total number of pages including cover sheet, attachments, and documents: <u>3</u>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 016485 FRAME: 0993

ASSIGNMENT

WHEREAS, the undersigned, Siegbert VIAL, a citizen of Germany, residing at Im Heiligenfeld 7, 35099 Burgwald, Germany; and

WHEREAS, the undersigned, Georg KEIL, a citizen of Germany, residing at Bahnhofstrasse 60, 64401 Gross-Bieberau, Germany

(hereinafter referred to as "ASSIGNOR") is the inventor of certain inventions or improvements for FILLING DEVICE COMPRISING LATERAL FILLING WINDOWS, which he has on the date indicated below next to his signature executed an application for Letters Patent of the United States;

WHEREAS, Merz & Krell GmbH & Co. KgaA, a German corporation, having a mailing address of Bahnhofstrasse 76, 64401 Gross-Bieberau, Germany (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to said application for patent, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States or in any other country;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid by said ASSIGNEE, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, to said ASSIGNEE, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions, and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and its possessions and territories and in all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, the same to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

AND the undersigned ASSIGNOR hereby covenants that he has full right to convey the entire interest herein assigned, and that he has not executed and will not execute any agreement in conflict herewith, and further covenants and agrees that he will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent in said ASSIGNEE, its successors, assigns, nominees, or legal representatives, and agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, and reissue applications, to

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make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its own benefit proper patent protection for said inventions or improvements in the United States and its possessions and territories and in all other countries;

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue to said ASSIGNEE, the entire right, title and interest, in and to any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, ASSIGNOR hereunto sets his hand and seal, intending to be legally bound.

Date: 20.7.04

Siegbert Vial
Siegbert VIAL

Date: 20.7.04

Georg Kell
Georg KELL

Docket No. 3241-99