

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Thomas Mason	07/18/2002
RECEIVING PARTY DATA	
Name:	REM Automation and Custom Engineering, Inc.
Street Address:	25 Industrial Boulevard
City:	Paoli
State/Country:	PENNSYLVANIA
Postal Code:	19301
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	60340284
Application Number:	10319159
CORRESPONDENCE DATA	
Fax Number:	(610)566-9790
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	610.565.6090
Email:	renzassoc@earthlink.net
Correspondent Name:	Eugene E. Renz
Address Line 1:	205 N. Monroe Street
Address Line 4:	Media, PENNSYLVANIA 19063
ATTORNEY DOCKET NUMBER:	27158.R
NAME OF SUBMITTER:	Eugene E. Renz, Jr.
Total Attachments: 2 source=Assign0001#page1.tif source=Assign0001#page2.tif	

OP \$80.00 60340284

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment dated July 18th, 2002, is between Thomas Mason (hereinafter referred to as "Mason") and REM Automation and Custom Engineering, Inc. (hereinafter referred to "the Company").

WHEREAS, the Company has entered into an Asset Purchase Agreement dated July 2002, pursuant to which MMB Automation, Inc. has agreed to transfer its business, assets, and certain rights related to the automated storage and retrieval system business and in consideration of the payment of the purchase price and assumption of liabilities set forth therein;

WHEREAS, Mason is the sole shareholder of MMB Automation, Inc.;

WHEREAS, Mason has entered into an employment agreement with the Company;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Mason hereby sells, conveys, transfers and assigns to the Company, its successors and assigns, all of his interest in any trademarks, trade names, service marks and patents, processes, designs, ideas, apparatus, discoveries or other inventions; all registrations, applications and licenses relating thereto or rights with respect to the foregoing and used in connection with or related to the automated storage and retrieval system business.

2. Mason hereby represents and warrants that the only intellectual property that he has an interest in that relates to the automated storage and retrieval system business includes the following: copyright for Mars; trademark for Mars; rights to patent or application with No.



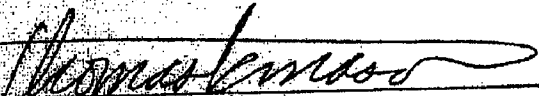
60/340,284 filed 12/13/01 for "method and apparatus for automated storage and retrieval of miniature shelf keeping units."

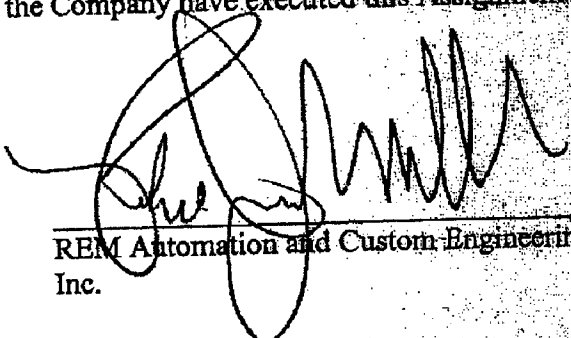
3. Mason hereby represents and warrants that no other individual or entity has any right or claim to the intellectual property set forth herein except for MMB Automation, Inc.

4. Mason hereby agrees to execute, acknowledge and deliver any documents or instruments necessary to protect the rights of the Company and vest in it or its assigns all of the intellectual property set forth herein.

5. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, Mason and the Company have executed this Assignment on the date set forth herein.


THOMAS MASON


REM Automation and Custom Engineering,
Inc.

