

07-27-1999

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101104087

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Document ID#

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Conveyance Type

☒ **Assignment** ☐ **Security Agreement**

☐ **License** ☐ **Change of Name**

☐ **Merger** ☐ **Other**

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Month Day Year

Name (line 2)

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 010113 FRAME: 0198

Correspondent Name and Address

Area Code and Telephone Number 318/332-8425

Name Michael L. Thibodeaux, Legal Counsel

Address (line 1) 100 South Main

Address (line 2) P.O. Box 910

Address (line 3) Breaux Bridge, Louisiana 70517-0910

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

5

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

			5,516,923		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐No ☐

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. Charges to deposit account are authorized, as indicated herein.

Farmers Merchants Bank & Trust Co.
By: Hayworth J. Hebert, President

Name of Person Signing

Signature

July 16, 1999
Date

PROPERTY DESCRIPTION

EXHIBIT C

Description of Collateral - Patent Security Agreement Dated February 17, 1998

All United States patents and patent applications and rights and interest in patents and patent applications under any domestic law of the United States that are presently, or in the future may be owned, held (whether pursuant to a license or otherwise) or used by Agritech International, L.L.C. in whole or in part, including without limitation, all proceeds thereof and including without limitation, the patents and patent applications owned by Agritech International, L.L.C. described as follows:

(1) United States Patent Application of Roland M. Hebert, Robert J. Stonicher and Robert T. Tucker for Extracting Oil from Oil Bearing Plant Part, Patent Application Serial Number 08/222,893, filed on April 5, 1994 by Roland M. Hebert, Robert J. Stonicher and Robert T. Tucker, assigned to Agritech International, L.L.C. on June 15, 1995, filed in the U.S. Patent Office on June 19, 1995, reel and frame number 7457/0698;

(2) United States Patent Number 5,516,923 dated May 14, 1996, of Roland Hebert, Robert J. Stonicher and Robert T. Tucker for Extracting Oil from Oil Bearing Plant Parts, assigned to Agritech International, L.L.C., resulting from the patent application described under paragraph (1) above.

10 DEC 14 P 2: 19

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Farmers Merchants Bank & Trust

ACADIA PARISH, LA
DEPUTY CLERK

Rebecca S. Stonecamp

Fifteenth Judicial District Court
in and for the
PARISH OF ACADIA
State of Louisiana

Vs: No: 00073126

Agritech International, L.L.C.

Whereas, I, Kenneth G. Goss, Sheriff of the Parish of Acadia, by virtue of a writ of SEIZURE & SALE issued out of the Honorable the Fifteenth Judicial District Court in and for the Parish of Acadia, State of Louisiana in the matter of the above entitled and numbered suit and to me directed against the property of Agritech International, L.L.C.

the defendant in the above suit, did seize all and singular the rights, title, interest and demand of said defendant in and to the following mentioned and discribed property, situated within the Parish of Acadia, Louisiana, to-wit:

(SEE ATTACHED PROPERTY DESCRIPTION)

Whereas, having exposed the same to public sale for cash on WEDNESDAY the 23 day of Sept. 1998, within legal hours for Judicial sales, after all the requisite and legal formalities having been complied with and the terms and the conditions of the sale having been previously advertised in the English language for a period of 30 days in the Crowley Post Signal a newspaper published daily except Saturday and Monday in the City of Crowley Louisiana, and having a general circulation, in the Parish of Acadia, State of Louisiana, and the Recorder's Certificate of Mortgage bearing on said property having been read to the bystanders (which certificate is annexed to, and forms parts of my process-verbal of the sale on file in the record of above numbered and entitled suit) and which terms and conditions having been proclaimed by me, said Sheriff, in a loud and audible tone of voice to

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156 0357

PROPERTY DESCRIPTION

EXHIBIT A

(1) That certain tract or parcel of land, together with all buildings and improvements situated thereon, and all rights, ways, privileges and servitudes thereto appertaining, and all appurtenances thereof, in the Southeast Quarter (SE 1/4) of Section Five (5), Township Ten (10) South, Range One (1) East, Acadia Parish, Louisiana and more fully described as beginning at a point on the South line of the public road known as the Westward Extension of Mill Street a distance of 561.9 feet N 64 degrees 15' E from the Northwest corner of Lot Five (5) of the Sidney Thibodeaux Subdivision and running thence North 64 degrees 15' E 312.0 feet thence S 0 degrees 24' E 539.6 feet; thence S 89 degrees 36' W 282 feet thence N 0 degrees 24' W 406.0 feet to the point of beginning containing 3.06 acres. Being the 3.06 acres colored orange on the plat of survey by Frank R. Lyman, dated May 20, 1966, attached to Entry No. 360728 which is that Act of Sale from Sidney Thibodeaux and Effie Abshire Thibodeaux to Linscombe Construction Company, Inc., recorded under said Entry Number 360728, in Conveyance Book N-25, Page 71 on May 20, 1966. Being a part of that same property acquired by Agritech International, L.L.C. from Roland M. Hebert and Lana L. Hebert by Sale with Assumption dated May 5, 1995.

(2) That certain tract or parcel of land, together with all buildings and improvements situated thereon, and all rights, ways, privileges and servitudes thereto appertaining, and all appurtenances thereof, situated in Section 5, Township 10 South, Range 1 East, Acadia Parish, Louisiana and more fully described as beginning at a point on the South line of Mill Street Road that lies N 64 degrees 15' E 431.5 feet from the northwest corner of Lot No. 5 of the Sidney Thibodeaux Subdivision and running thence North 64 degrees 15' E 130.4 feet; thence S 0 degrees 24' E 406.0 feet; thence S 89 degrees 36' W 121.1 feet; thence North 350.2 feet to the point of beginning containing 1.03 acres more or less as per plat attached and made a part of Act of Sale from Sidney Thibodeaux and Effie Abshire Thibodeaux to Oran Linscombe recorded under instrument number 372867, Conveyance Book V-26, Page 770, recorded April 3, 1968, records of Acadia Parish, Louisiana. Being a part of that same property acquired by Agritech International, L.L.C. from Roland M. Hebert and Lana L. Hebert by Sale with Assumption dated May 5, 1995.

(3) That certain tract or parcel of ground, together with all buildings and improvements situated thereon, and all rights, ways, privileges and servitudes thereto appertaining, and all appurtenances thereof, situated in Section 5, Township 10 South, Range 1 East, Acadia Parish, Louisiana, containing 1.44 acres and being further described as beginning at a point on the Mill Street Extension which is the northern boundary on the 1.44 acre tract, proceeding in a southerly direction 591.8 feet to a point thence West 111.4 feet to a point, thence North 538.1 feet to Mill Street Extension, thence East 123.6 feet to the point of beginning. The said 1.44 acre tract is further described as that particular lot which is outlined in red and marked "A" on a plat of survey prepared for Linscombe Construction Company, Inc., dated April 1, 1968 by Frank R. Lyman, Civil Engineer, which is attached to and made a part of Act of Sale filed under instrument number 376100, records of Acadia Parish, Louisiana. Being a part of that same property acquired by Agritech International, L.L.C. from Roland M. Hebert and Lana L. Hebert by Sale with Assumption dated May 5, 1995.

PROPERTY DESCRIPTION

EXHIBIT B

Description of Collateral - Security Agreement Dated June 6, 1995

Collateral: The word "Collateral" means individually, collectively and interchangeably any and all of Grantor's [Agritech International, L.L.C.] present and future rights, title and interest in and to the following described property, together with any and all present and future additions thereto, substitutions therefor, and replacements thereof:

All inventory, accounts, equipment, general intangibles and fixtures, together with the following specifically described property: All of the right, title and interest of Agritech International, L.L.C. in Patent Application titled "Patent Application of Roland M. Hebert, Robert J. Stonicher and Robert T. Tucker for Extracting Oil from Oil Bearing Plant Parts," Patent Application Serial Number 08/222,893, filed on April 5, 1994 by Roland M. Hebert, Robert J. Stonicher and Robert T. Tucker.

The Collateral includes any and all of Grantor's present and future inventory (including consigned inventory), related equipment, goods, merchandise and other items of personal property, no matter where located, of every type and description, including without limitation any and all of Grantor's present and future raw materials, components, work-in-process, finished items, packing and shipping materials, containers, items held for sale, items held for lease, items for which Grantor is lessor, goods to be furnished under contract for services, materials used or consumed in Grantor's business, whether held by Grantor or by others, and all documents of title, warehouse receipts, bills of lading, and other documents of every type covering all or any part of the foregoing, and any and all additions thereto and substitutions or replacements therefor, and all accessories, attachments and accessions thereto, whether added now or later, and all products and proceeds derived or to be derived therefrom, including without limitation all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement, or other process, and any and all present and future accounts, contract rights, chattel paper, instruments, documents, and notes that may be derived from the sale, lease or other disposition of any of the foregoing, and any rights of Grantor to collect or enforce payment thereof, as well as to enforce any guarantees of the foregoing and security therefor, and all of Grantor's present and future general intangibles in any way related or pertaining to the ownership, operation, use, or collection of any of the foregoing, including without limitation Grantor's books, records, files, computer disks and software, and all rights that Grantor may have with regard thereto. Inventory includes inventory temporarily out of Grantor's possession or custody and all returns on accounts, chattel paper and instruments.

The Collateral includes any and all of Grantor's present and future accounts, accounts receivable, other receivables, contract rights, instruments, documents, notes and all other similar obligations and indebtedness that may now and in the future be owed to or held by Grantor from whatever source arising, and all monies and proceeds payable thereunder, and all of Grantor's rights and remedies to collect and enforce payment and performance thereof, as well as to enforce any guaranties of the foregoing and security therefor, and all of Grantor's present and future rights, title and interest in and with respect to the goods, services, and other property that may give rise to or that may secure any of the foregoing, including without limitation Grantor's insurance rights with regard thereto, and all present and future general intangibles of Grantor in any way related or pertaining to any of the foregoing, including without limitation Grantor's account ledgers, books, records, files, computer disks and software, and all rights that Grantor may have with regard thereto.

The Collateral includes any and all of Grantor's now owned and hereafter acquired equipment, machinery, furniture, furnishings and fixtures of every type and description, and all accessories, attachments, accessions, substitutions, replacements and additions thereto, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitations any equipment purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future chattel paper, instruments, notes and monies that may be derived from the sale, lease or other disposition of any of the foregoing, any rights of Grantor to collect or enforce payment thereof as well as to enforce any guaranties of the foregoing and security therefor, and all present and future general intangibles of Grantor in any way related or pertaining to the ownership, operation, or use of the foregoing, and any rights of Grantor with regard thereto.

The Collateral includes all general intangibles, choses in action and causes of action and all other intangible personal property and rights of Grantor of every nature and kind, now owned or hereafter acquired, including without limitation corporate or other business records, inventions, designs, blueprints, plans, specifications, patents, patent applications, trade marks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, insurance proceeds, including without limitations insurance covering the lives of key employees on which Grantor is beneficiary, and any letter of credit guaranty, claim, security interest, or other security held or granted to Grantor to secure payment of any indebtedness.

The Collateral includes any and all of Grantor's now owned or hereafter acquired fixtures and other real estate related goods, furnishings and accessories, and all attachments, accessions, substitutions, replacements and additions thereto or therefor, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any fixtures purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future accounts, chattel paper, instruments, notes and monies that may be derived from the sale, lease or other disposition of any of the foregoing.

The word "Collateral" also includes any and all present or future parts, accessories, attachments, additions, accessions, substitutions and replacements to and for the collateral. The word "Collateral" further includes any and all of Grantor's present and future rights to any proceeds derived or to be derived from the sale, lease, damage, destruction, insurance loss, expropriation and other disposition of the collateral, including without limitation, any and all of Grantor's rights to enforce collection and payment of such proceeds.

the bidders, previous to my commencing the crying of said property; when on the terms and conditions aforesaid, I adjudicated the aforementioned property to: Farmers-Merchants Bank & Trust I.D. 72-0182460

P.O. BOX 910

BREAUX BRIDGE LA

his being the last and highest bid therefor in the sum \$655684.18 .

Now, therefore, know all men by these presents, that I the said Sheriff do, in consideration of the premises, and by virtue of the law in such cases made and provided, bargain, sell, assign, convey, set over and deliver unto the said Farmers-Merchants Bank & Trust heirs and assigns, all rights, title, interest and demand which the said Agritech International, L.L.C.

had in and to the afore-described property on the 23 day of Sept., 1998, or at any time since had, to have to hold, unto the said Farmers-Merchants Bank & Trust his heirs and assigns, forever.

In faith whereof, witness my official signature and seal, given at Crowley, Louisiana, in the presence of two (2) undersigned competent witnesses, this 23 day of Sept., 1998 .

WITNESSES:

Sadie H. Reddick

Sheryl M. Alshut

KENNETH G. GOSS, SHERIFF
Acadia Parish, Louisiana

By: Martin L. L...
Deputy Sheriff

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STATE OF LOUISIANA
PARISH OF ACADIA

I hereby certify that the above and foregoing is a true and correct copy of the original as the same appears on file in the office of the Sheriff of Acadia Parish, Louisiana, on this _____ day of _____, 1998.

Deputy Clerk

156 PL 0361