

10-21-1999



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**RECORDATION FORM COVER SHEET
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Submission Type

New

Resubmission (Non-Recordation)
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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
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Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

09301999

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

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Name (line 1)

Name (line 2)

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Correspondent Name and Address

Area Code and Telephone Number

(559) 226-8177 x14

Name Jeffrey A. Russell

Address (line 1) Bolen, Fransen & Boostrom LLP

Address (line 2) 1322 E. Shaw Ave., Suite 430

Address (line 3) Fresno, CA 93710

Address (line 4)

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

3

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)

4282706	4283906	4286426
4329836	4336682	4340237
4341062	4418521	4432190

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. # 20

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 800.

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.

JEFFREY A. RUSSELL

Jeffrey A. Russell
Signature

10/13/99

Date

Name of Person Signing

Attorney for California Tomato Machinery LLC

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

Conveying Party(ies)

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Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

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Address (line 3) City State/Country Zip Code

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)

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Patent Number(s)

<input type="text"/> 5495708	<input type="text"/> 5647194	<input type="text"/> 5842334
<input type="text"/> 5921074	<input type="text"/> 4257218	<input type="text"/> 4335570
<input type="text"/> 4793128	<input type="text"/> 4927440	<input type="text"/> 5685773
<input type="text"/> 5813910	<input type="text"/> 5908352	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**LICENSE AGREEMENT
(SELLER AS LICENSOR)**

This agreement is made as of the last date of execution by the last signatory hereto, by and between FMC Corporation, a corporation organized and existing under the laws of the State of Delaware, herein referred to as Licensor, and California Tomato Machinery LLC, a limited liability company organized and existing under the laws of the State of California, hereinafter referred to as Licensee.

WITNESSETH THAT :

Whereas, Licensor is the owner of all right, title and interest in and to the Letters Patent listed on the attached Annex A, herein referred to as the "Retained Patents".

Whereas, Licensee wishes to acquire, and Licensor wishes to grant Licensee an exclusive license in the Retained Patents, in the United States, only insofar as the Retained Patents pertain to the Business. The term "Business" is defined as the business of harvesting tomatoes, herein the "Products".

Now, therefore, in consideration of the premises and mutual agreements herein contained, it is hereby agreed as follows :

ARTICLES

1. Licensor grants to Licensee an irrevocable, exclusive, royalty-free license of all rights in the Retained Patents in the United States, insofar as they pertain to the business of harvesting the Products, including, without limitation, the rights to make, use, sell and offer to sell under the Retained Patents. This license does not convey any rights in the Retained Patents insofar as they pertain to the harvesting of berries, coffee, olives, grapes, fruits, vegetables (other than tomatoes) and other crops not listed as Products, and does not convey any rights outside of the United States.

2. Licensee agrees that Licensor may assign some or all of the Retained Patents to a third party without prior consent of Licensee. Licensor will notify Licensee of any such assignment within thirty (30) days after it becomes effective. This Agreement will inure to the benefit of, and be binding upon, the successors and assigns of both parties.

3. Licensor shall not be liable for any consequence or damages arising out of or resulting from anything made available hereunder or the exercise by Licensee of any rights granted hereunder.

4.(a) Licensee will notify Licensor of any infringement by a third party of a Retained Patent, which is discovered or otherwise becomes known to Licensee. Licensor may, at its option bring an action for patent infringement against any third party, and Licensee will cooperate in any such action. If Licensor elects to bring an infringement action, then Licensor will pay all attorney fees and costs, and will have exclusive responsibility for control of the litigation, including the choice of counsel and any resolution. Licensor will be entitled to the full proceeds of any recovery.

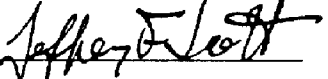
(b) Licensee may pursue an action for infringement of a Retained Patent for third party activity relating to the Business. Prior to initiating such action, Licensee must give thirty (30) days advance written notice to Licensor. If Licensor then wishes to bring its own action, it must so advise Licensee of this intention within the thirty (30) day period, and Licensee may not then bring an infringement action. If Licensee brings action for infringement of any Retained Patent against any third party, Licensor will fully cooperate and will, if requested by Licensee, join a suit brought by Licensor or bring suit in its own name as the patent owner. Licensee will cover all of Licensor's costs in bringing and maintaining any such action pursued by Licensee, including Licensor's attorney fees. Licensee will have exclusive responsibility for control of the litigation, including choice of counsel (subject to conflicts) and any resolution. Licensee will be entitled to the full proceeds of any recovery. Licensor shall have no obligation to bring, maintain, or cooperate in any infringement action that is not fully financed by Licensee. The term "Licensor" includes successors and assigns of Licensor.

5. This Agreement will remain in effect for each of the Retained Patents until the Retained Patent expires, unless this Agreement is terminated earlier by mutual agreement of the parties.

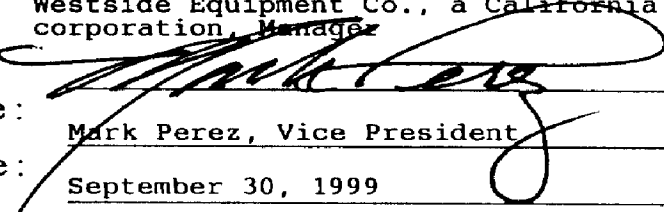
6. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and may not be modified or amended except in writing by authorized representatives of the parties.

7. The validity, legality and enforceability of any provisions of this Agreement shall not be affected or impaired by any holding that any other provision is invalid, illegal or unenforceable.

FMC CORPORATION

By : 
Title : CEO - FMC Europe
Date : Sept 30, 1999

CALIFORNIA TOMATO MACHINERY, LLC

By: Westside Equipment Co., a California corporation, Manager
By : 
Title : Mark Perez, Vice President
Date : September 30, 1999

Annex A

Registered patents owned by Seller and used non-exclusively in connection with the Business:

Docket #:	Inventor:	Description:	Field of use:	Ctry.	Exp. Date:
4257218	McRobbert	Harvester for vegetable	Tomato, vegetable, cucumber	USA	10 Dec 2999
4335570	Fitzmaurice	Harvesting shaker	Tomato, vegetable, cucumber	USA	28 Aug 2000
B1-4335570	Fitzmaurice	Harvesting shaker	Tomato, vegetable, cucumber	USA	20 May 2003
4793128	Creed	Horizontal force balanced shaker ...	Tomato, grape, cucumber	USA	11 Dec 2006
4927440	Butler	Thrashing system for vegetable harvesters	Tomato, cucumber	USA	23 Dec 2008
5685773	Meester	Adjustable four weight shaker head	Tomato, cucumber, grape	USA	6 Oct 2015
5813910	Meester	Adjustable four weight shaker head	Tomato, cucumber, grape	USA	6 Oct 2015
5908352	Meester	Adjustable four weight shaker head	Tomato, cucumber, grape	USA	6 Oct 2015

Registered patents and patent applications owned by Seller, not currently used in connection with the Business (Group 2 Patents):

Patent #:	Inventor:	Description:	Field of use:	Ctry.	Exp. date:
4283906	Scudder	Top driven shaker units	Berry, grape	USA	2 Nov 99
4282706	Orlando	Shaker units	Berry, grape, coffee	USA	2 Nov 99
4286426	Orlando	Vibratory fruit shaker	Grape	USA	19 Nov 99
4340237	Orlando	Lifting & steering system	Grape	USA	26 June 00
4341062	Scudder	Coffee harvester	Coffee, grape	USA	18 Jul 00
4336682	Orlando	Continuous harvester	Grape	USA	15 Aug 00
4329836	Scudder	Harvesting units	Olives, grape, berry, coffee	USA	31 Oct 00
4432190	Orlando	Continuous harvester	Grape	USA	21 Feb 01
4418521	Orlando	Hrvst with selective force balance shaker	Grape	USA	11Dec 01
5495708	Scott	Canopy shaker harvester with force balance drive	Grape, berry, coffee	USA	31 Aug 14
5647194	Scott	Elastomeric closure ring	Grape, berry, coffee	USA	25 Oct 15
5842334	Slates	Constant force harvester rails	Grape	USA	11 Jul 16
5921074	Scott	Pivotless mechanical crop harvester	Grape	USA	
5921074	Scott	Pivotless mechanical crop harvester	Grape	Canada	