04-18-2001 U.S. Department of Commerce FORM PTO-1619A Patent and Trademark Office OMB 0651-0027 RATENT 101679020 - 5 4-5-01 **RECORDATION FORM COVER SHEET** PATENTS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) Submission Type Conveyance Type **Assignment Security Agreement** New Resubmission (Non-Recordation) License Change of Name Document ID# Correction of PTO Error Other Merger Reel# Frame # U.S. Government (For Use ONLY by U.S. Government Agencies) **Corrective Document** Frame # Reel# **Departmental File Secret File** Conveying Party(ies) Mark if additional names of conveying parties attached **Execution Date** Month Day Year Name (line 1) Stoltz, Leonard I. 30 2001 Name (line 2) Execution Date Month Day Year Month Day Second Party 01 31 2001 Name (line 1) Paul, Leonard Name (line 2) Receiving Party Mark if additional names of receiving parties attached If document to be recorded Name (line 1) ACH Food Companies, Inc. is an assignment and the receiving party is not domiciled in the United Name (line 2) States, an appointment of a domestic representative is attached. Address (line 1) 7171 Goodlett Farms Parkway (Designation must be a separate document from Address (line 2) Assignment.) 38018-4909 Address (line 3) Memphis TΝ **Domestic Representative Name and Address** Enter for the first Receiving Party only. Name Address (line 1) Address (line 2) Address (line 3) Address (line 4) 04/17/2001 LMUELLER 00000072 5455055 FOR OFFICE USE ONLY 40.00 OP 01 FC:58 25.00 GP 02 FC:63k

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

FORM PTC Expires 06/30/99 OMB 0651-0027	0-1619B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Correspondent Name and Address Area Code and Telephone Number (713) 758-2732			
Name	Peter E. Mims		
Address (line 1)	Vinson & Elkins L.L.P.		
Address (line 2)	1101 Fannin Street		
Address (line 3)	2300 First City Tower		
Address (line 4)	Houston, TX 77002-6760		
Pages Enter the total number of pages of the attached conveyance document including any attachments.			
Application Number(s) ar 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).			
Pate	ent Application Number(s)		atent Number(s) 5650185
If this document is being filed together with a <u>new</u> Patent Application, enter the date the patent application was signed by the first named executing inventor.			
Ente <u>only</u>	eration Treaty (PCT) r PCT application number if a U.S. Application Number not been assigned.	PCT	PCT PCT
Number of Properties Enter the total number of properties involved. # 2			
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00			
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: # 22-0365			
Authorization to charge additional fees: Yes V 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. Peter E. Mims			
	of Person Signing	Signature	Date

ASSIGNMENT

WHEREAS, we, Edwin I. Stoltz, a citizen of the United States of America, having a residence and post office address at 5716 Willow Creek Lane, Delray Beach, Florida 33484 have made certain inventions or discoveries (or both) and is the owner of 50% interest in and to U.S. Letters Patent 5,455,055, issued October 3, 1995 entitled NON-AEROSOL, UNIFORM SPRAY DISPERSION SYSTEM FOR OIL-BASED PRODUCTS, as shown by an Assignment recorded on October 30, 1995 on Reel 7709, at Frame 0210; and U.S. Letters Patent 5,650,185, issued July 22, 1997 entitled NON-AEROSOL, UNIFORM SPRAY DISPERSION SYSTEM FOR OIL-BASED PRODUCTS; and Leonard Paul, a citizen of the United States of America, having a residence and post office address at 13 Stuart Drive, Bloomfield, Connecticut 06002, the owner of the other 50% interest in and to the above-identified U.S. Letters Patents, as evidenced in the above-identified Assignment; and

WHEREAS, ACH Food Companies, Inc., through its HUMKO Oil Products Division, of 7171 Goodlett Farms Parkway, Memphis, Tennessee 38018, and, which, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

NOW, THEREFORE, based upon the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which we hereby acknowledge, we hereby without reservation:

- 1. Assign, transfers and conveys to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions and discoveries, or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted on said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions and discoveries, said applications for said Letters Patent;
- 2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
- 3. Authorize and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee; as Assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

- Warrant that Assignors have not knowingly conveyed to others any right in said inventions and discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions and discoveries; and that Assignors have good right to assign the same to Assignee without encumbrance:
- Bind Assignors' heirs, legal representatives and assigns as well as themselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignors or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignors, their heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to them relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in Assign- ors' control or in the control of Assignors' heirs, legal representatives or assigns and which may be useful for establishing the acts of Assignors' conceptions, disclosures, and reduction to practice of said inventions and discoveries. Assignors also agree to provide, at no cost to Assignors, any reasonable information or assistance to Assignee in any infringement actions Assignee shall decide to initiate in order to enforce the patent rights being transferred herein provided, however, all expenses incurred in such infringement actions shall be paid entirely by Assignee.

In testimony of which Assignors have signed their names below on the dates indicated.

RECORDED: 04/05/2001