

09-28-2001



Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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101858992

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Continental Grain Company

09/24/01

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: July 12, 1999

2. Name and address of receiving party(ies)

Name: Cargill, Incorporated

Internal Address: Law/24

Street Address: 15407 McGinty Road W.

City: Wayzata State: MN Zip: 55391

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s) 4,799,584

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Chief Intellectual Property Counsel

Internal Address: Law/24

Street Address: Cargill, Incorporated

15407 McGinty Road West

City: Wayzata State: MN Zip: 55391

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Paul B. Savereide

Name of Person Signing

Signature

Date

September 18, 2001

Total number of pages including cover sheet, attachments, and documents: 7

09/27/2001 BYNME 00000072 4799584

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

01 FC:581

40.00 OP

PATENT
REEL: 012188 FRAME: 0643

PATENT ASSIGNMENT

AGREEMENT OF PATENT ASSIGNMENT, dated as of July 12, 1999 (the "Agreement"), by and between Continental Grain Company, a Delaware corporation (the "Assignor"), and Cargill, Incorporated, a Delaware corporation (the "Assignee").

WHEREAS, the Assignor wishes to transfer and assign to the Assignee all of the Assignor's rights, title and interests in and to the patents and patent applications set forth in the patent list attached as Schedule 1 hereto (collectively, the "Patents");

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignment. As of the date hereof, the Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers (the "Assignment") to the Assignee all of the Assignor's rights, title and interests in and to (i) the Patents, and (ii) all proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Patents.

2. Assumption. The Assignee hereby assumes and accepts the assignment of the Patents, subject to, and agrees to indemnify and hold Assignor harmless from, all liabilities and obligations arising from the Patents from and after the date hereof.

3. Further Assurances. Assignor and Assignee shall cooperate with one another and shall execute and deliver, or cause to be executed and delivered, such documents and other papers, and take such further actions, as may be reasonably requested or desirable to carry out the provisions hereof.

4. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

5. Successors and Assigns; Third Party Beneficiaries. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person not a party hereto any rights or remedies by reason of this Agreement.

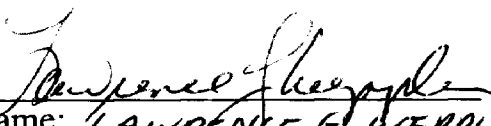
6. Amendments. This Agreement may be amended, modified or supplemented only by the written agreement of the parties.

7. Controlling Law. This Agreement shall be governed by the laws of the State of Delaware without regard to the provisions thereof relating to conflict of laws.

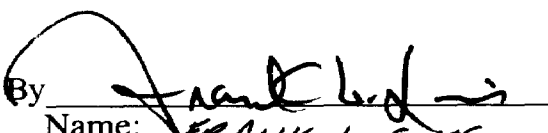
8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CONTINENTAL GRAIN COMPANY

By 
 Name: LAWRENCE G. WEPPLER
 Title: V. P. & General Counsel

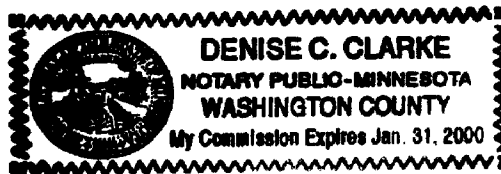
CARGILL, INCORPORATED

By 
 Name: FRANK L. SIMS
 Title: President N. A. Grain

Minnesota
STATE OF ~~NEW YORK~~)
: ss.:
COUNTY OF ~~NEW YORK~~)
Hennepin

On this 2 day of July, 1999, before me personally came Lawrence G. Wepper to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [he, ~~she~~] is the VP & Gen. Counsel of Continental Grain Company; [he, ~~she~~] signed the instrument in the name of Continental Grain Company; and [he, ~~she~~] had the authority to sign the instrument on behalf of Continental Grain Company.

Denise C. Clarke
Notary Public



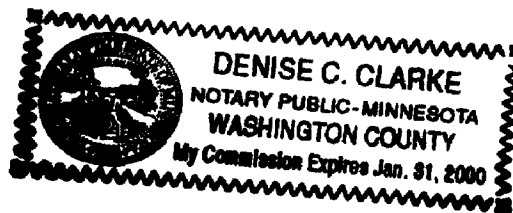
STATE OF MINNESOTA)

: ss.:

COUNTY OF HENNEPIN)

On this 12 day of July, 1999, before me personally came Frank L. Sims to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [he, ~~she~~] is the President NAG of Cargill, Incorporated; [he, ~~she~~] signed the instrument in the name of Cargill, Incorporated; and [he, ~~she~~] had the authority to sign the instrument on behalf of Cargill, Incorporated.

Devin C. Clarke
Notary Public



Schedule 1Patents

Patent Number	Issue Date	Title
4,799,584	1/24/89	Drive Mechanism for Bucket Elevators

CARGILL, INCORPORATED
CHIEF INTELLECTUAL PROPERTY COUNSEL

Mailing Address:
P.O. Box 5624
Minneapolis, MN 55440-5624

Location/Shipping Address:
15407 McGinty Road West
Wayzata, MN 55391-5624

Facsimile:
(952) 742-6349
or (952) 742-7503

Attorney Docket No.A64-522

Commissioner of Patents & Trademarks
Box Assignments
Washington, D.C. 202131

TRANSMITTAL FORM

Patent No. : 4,799,584
Issue Date : January 24, 1989
Title : Drive Mechanism for Bucket Elevators
Assignor : Continental Grain Company

Enclosed herewith are:


1. Transmittal Sheet;
2. PTO Form 1595, Recordation Form Cover Sheet
3. an Original Patent Assignment dated July 12, 1999 between Continental Grain Company and Cargill, Incorporated;
4. Our Check in the Amount of \$40.00; and
5. a postcard receipt.

Certificate of Mailing Under 37 CFR 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Commissioner of for Patents and Trademarks
Box Assignments
Washington, DC 20231

on September 18, 2001.



Typed name

244792

RECORDED: 09/24/2001

PATENT
REEL: 012188 FRAME: 0649