

REC

11-13-2001

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



Tab settings

101895825

To the Honorable Commissioner of

and the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-7-01
CSM PARTNERS II AND STEWART W. THOMSON

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

2. Name and address of receiving party(ies)

Name: TURBO DYNAMIX LLC

Internal Address: 250 Belmont Street

Brockton, MA 02301

Street Address: Same as above

City: Brockton State: MA Zip: 02301

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other RE-ASSIGNMENT

Execution Date: October 9, 2001 and October 23, 2001,
respectively

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

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

A. Patent Application No.(s)

07/564,719 (filed 8/6/90)

09/140,337 (filed 8/27/98)

B. Patent No.(s)

(1) 5,292,030 (issued 3/8/94)

(4) 5,603,257 (issued 2/18/97)

(2) 5,433,967 (issued 7/18/95)

(5) 5,473,909 (issued 12/12/95)

(3) 5,758,571 (issued 6/2/98)

(6) 5,727,713 (issued 3/17/98)

(7) 5,868,065 (issued 2/9/99)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Christopher Cuneo

Internal Address: Mintz Levin Cohn Ferris Glovsky and

Popeo, PC

11911 Freedom Drive, Reston, VA 20190

Street Address: Same as above

City: Reston State: VA Zip: 20190

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41) \$ 360.00

(9 applications/patents X \$40 per assignment)

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-0311

(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.

Christopher Cuneo, Reg. No. 42,450

Name of Person Signing

Signature

November 7, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 13

Documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

11/09/2001 DBYRME 00000129 07564719

01 FC:581

PATENT
REEL: 012295 FRAME: 0701

State of Delaware
Office of the Secretary of State

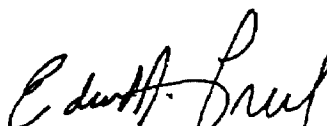
PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED PARTNERSHIP UNDER THE NAME OF "TURBO DYNAMIX LIMITED PARTNERSHIP" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "TURBO DYNAMIX LIMITED PARTNERSHIP" TO "TURBO DYNAMIX, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JUNE, A.D. 2000, AT 9 O'CLOCK A.M.



2296614 8100V

001333169



Edward J. Freel, Secretary of State

AUTHENTICATION:

0533504

DATE:

06-30-00

PATENT
REEL: 012295 FRAME: 0702

REASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

THIS IS A REASSIGNMENT of certain patents and patent applications and all rights to the subject matter therein from **CSM PARTNERS II**, having a principal address at Two Gateway Center, Pittsburgh, PA 15222, ("Reassignor"), to **TURBO DYNAMIX LLC** (f/k/a Turbo Dynamix Limited Partnership), a Delaware limited liability company with its principal mailing address being 250 Belmont Street, Brockton, MA 02301, ("Reassignee").

WHEREAS, Reassignee borrowed funds from Reassignor pursuant to the terms of a Loan and Security Agreement dated December 10, 1999 ("Loan and Security Agreement");

WHEREAS, in an Assignment of Security Interest in Patent Interests, dated December 10, 1999 ("Assignment"), Reassignee assigned a security interest to Reassignor in the patents and applications listed on Schedule A hereto ("Patents"), to secure the performance of the Loan and Security Agreement;

WHEREAS, the Assignment was duly recorded in the official records of the United States Patent and Trademark Office;

WHEREAS, Reassignee complied with each of the provisions of the Loan and Security Agreement;

WHEREAS, Reassignor and Reassignee have agreed to terminate the Assignment and Reassignor has agreed to release any and all interest in the Patents granted in the Loan and Security Agreement or the Assignment; and

WHEREAS, Reassignee seeks reassignment of all rights in the Patents acquired by Reassignor pursuant to the Loan and Security Agreement and the Assignment.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the compliance by Reassignee with terms of the aforesaid Loan and Security Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Reassignor agrees as follows:

Section 1. Reassignment of Intellectual Property Rights. Reassignor hereby grants, assigns, and conveys to said Reassignee all interests in the Patents, including the following:

(a) any and all right, title and interest in the Patents and any intellectual property rights in any way associated with the Patents;

(b) all products and proceeds of the Patents and intellectual property rights including, without limitation, any license royalties, claims against third parties for past, present or future infringement or dilution of any Patents or intellectual property rights, and proceeds of infringement suits.

STATE OF _____

CITY/ COUNTY OF _____

On this ____ day of September, 2001, before me personally appeared before me _____, known to me to be the same individual who executed the foregoing Reassignment, and who acknowledged to me that he executed the same of his own free will for the use and purposes therein set forth.

Notary Public

My Commission Expires: _____

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SCHEDULE A

Patents and Patent Applications

United States Patents and Patent Applications

<u>Serial No.</u>	<u>Title</u>	<u>Issue Date</u>
5,292,030	Method and Apparatus for Producing and Dispensing Aerated Products	03/08/94
5,433,967	Method for Producing and Dispensing Aerated or Blended Food Products	07/18/95
5,758,571	Continuation Application for Method and Apparatus for Producing and Dispensing Aerated or Blended Fluid Products	06/02/98
5,603,257	Apparatus for Producing and Dispensing Aerated or Blended Fluid Products	02/18/97
5,473,909	Method and Apparatus for Producing and Dispensing Aerated or Blended Fluid Products	12/12/95
5,727,713	Closed Dispenser Product Supply Unit	03/17/98
5,868,065	Method and Apparatus for Manufacturing Frozen Confection	02/09/99

<u>Serial No.</u>	<u>Title</u>	<u>Filing Date</u>
07/564,719	Method and Apparatus for Manufacturing Frozen Confection	08/06/90
09/140,337	Method and Apparatus for Manufacturing Frozen Confection	08/27/98

Foreign Patents and Patent Applications

<u>Serial No.</u>	<u>Title</u>	<u>Issued/Filed</u>
0542886	Method and Apparatus for Producing and Dispensing Aerated Products (European)	Issued 10/08/97
2,088,976	Canadian Patent Application for: Method and Apparatus for Producing and Dispensing Aerated Products	Filed 08/06/91
H3514,149	Japanese Patent Application for: Method and Apparatus for Producing and Dispensing Aerated Products	Filed 02/08/93

CERTIFICATE OF CONVERSION

OF

LIMITED PARTNERSHIP

TO

LIMITED LIABILITY COMPANY

(Under Section 18-214 of the Delaware Limited Liability Company Act)

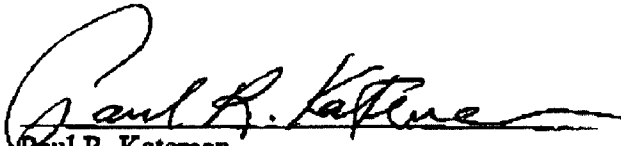
It is hereby certified that:

1. The name of the limited partnership (the "Limited Partnership") immediately prior to the filing of this Certificate of Conversion with the Secretary of State of the State of Delaware is Turbo Dynamix Limited Partnership

2. The date on which and the jurisdiction where the Limited Partnership came into being are May 4, 1992, State of Delaware

3. The Limited Partnership is converted to a limited liability company whose name as set forth in its Certificate of Formation filed concurrently with this Certificate of Conversion in the Office of the Secretary of State of the State of Delaware is Turbo Dynamix, LLC

Executed on June 29, 2000


Paul R. Kateman
Authorized Person

**STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/29/2000
001333169 - 2296614**

**PATENT
REEL: 012295 FRAME: 0707**

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED PARTNERSHIP UNDER THE NAME OF "TURBO DYNAMIX LIMITED PARTNERSHIP" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "TURBO DYNAMIX LIMITED PARTNERSHIP" TO "TURBO DYNAMIX, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JUNE, A.D. 2000, AT 9 O'CLOCK A.M.



2296614 8100V

001333169

A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION:

0533504

DATE:

06-30-00

PATENT
REEL: 012295 FRAME: 0708

REASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

THIS IS A REASSIGNMENT of certain patents and patent applications and all rights to the subject matter therein from **STEWART W. THOMSON**, having a principal address at 99 Angier Road, Alna, Maine 04532, ("Reassignor"), to **TURBO DYNAMIX LLC** (f/k/a Turbo Dynamix Limited Partnership), a Delaware limited liability company with its principal mailing address being 250 Belmont Street, Brockton, MA 02301, ("Reassignee").

WHEREAS, Reassignee borrowed funds from Reassignor pursuant to the terms of a Loan and Security Agreement dated March 30, 2000 ("Loan and Security Agreement");

WHEREAS, in an Assignment of Security Interest in Patent Interests, dated March 30, 2000 ("Assignment"), Reassignee assigned a security interest to Reassignor in the patents and applications listed on Schedule A hereto ("Patents"), to secure the performance of the Loan and Security Agreement;

WHEREAS, the Assignment was duly recorded in the official records of the United States Patent and Trademark Office;

WHEREAS, Reassignee complied with each of the provisions of the Loan and Security Agreement;

WHEREAS, Reassignor and Reassignee have agreed to terminate the Assignment and Reassignor has agreed to release any and all interest in the Patents granted in the Loan and Security Agreement or the Assignment; and

WHEREAS, Reassignee seeks reassignment of all rights in the Patents acquired by Reassignor pursuant to the Loan and Security Agreement and the Assignment.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the compliance by Reassignee with terms of the aforesaid Loan and Security Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Reassignor agrees as follows:

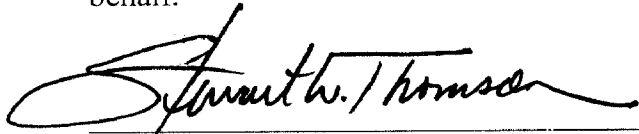
Section 1. Reassignment of Intellectual Property Rights. Reassignor hereby grants, assigns, and conveys to said Reassignee all interests in the Patents, including the following:

- (a) any and all right, title and interest in the Patents and any intellectual property rights in any way associated with the Patents;
- (b) all products and proceeds of the Patents and intellectual property rights including, without limitation, any license royalties, claims against third parties for past, present or future infringement or dilution of any Patents or intellectual property rights, and proceeds of infringement suits.

Section 2. Covenants of Reassignor. Reassignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith, and further covenants and agrees that it will, each time any request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said rights reassigned herein to said Reassignee, its successors, assigns, nominees or legal representatives, and it agrees to communicate to said Reassignee, or to its nominee all known facts respecting said rights, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Reassignee, their successors, assigns, nominees and legal representatives to obtain and enforce for their own benefit proper protection for said rights, all at the expense, however, of said Reassignee, its successors, assigns, nominees or legal representatives;

Section 3. Issuance of Patents. Reassignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said Reassignee, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States or any foreign country which may be issued and granted on or as a result of the Patents, in accordance with the terms of this Reassignment.

IN WITNESS WHEREOF, Stewart W. Thomson has affixed his signature and seal and has caused its duly authorized representative to executed this Reassignment on its behalf.



Stewart W. Thomson

12/23/01

Date

STATE OF MAINE

CITY/ COUNTY OF LINCOLN

On this 23rd day of ~~September~~ ^{OCTOBER}, 2001, before me personally appeared before me Stewart W. Thomson, known to me to be the same individual who executed the foregoing Reassignment, and who acknowledged to me that he executed the same of his own free will for the use and purposes therein set forth.


Notary Public

My Commission Expires: _____

DONNA J. WALLACE
Notary Public, Maine
My Commission Expires February 13, 2007

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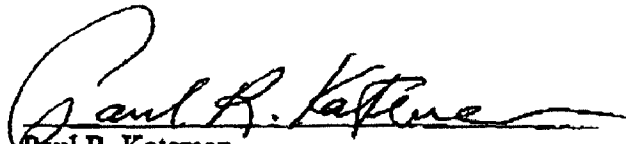
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1. The name of the limited partnership (the "Limited Partnership") immediately prior to the filing of this Certificate of Conversion with the Secretary of State of the State of Delaware is Turbo Dynamix Limited Partnership
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Executed on June 29, 2000


Paul R. Kateman
Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/29/2000
001333169 - 2296614

RECORDED: 11/07/2001

PATENT
REEL: 012295 FRAME: 0713