

02-01-2002



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OMB No. 0651-0027 (exp. 5/31/2002)  
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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): 1-16-02  
**Machinery Sales Corp.**  
1705 Poplar Drive Ext.  
Greer, SC 29651

2. Name and address of receiving party(ies)  
Name: Fishburne Corporation  
(a South Carolina corporation)  
Internal Address: \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Street Address: 1705 Poplar Drive Ext.

City: Greer State: SC Zip: 29651

Execution Date: 12/31/01

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)

5,285,885

5,404,919

5,400,895

5,529,095

Additional numbers attached?  Yes  No

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

Name: Bryan F. Hickey

Internal Address: \_\_\_\_\_

Haynsworth Sinkler Boyd, P.A.

Post Office Box 2048

Street Address: \_\_\_\_\_

City: Greenville State: SC Zip: 29602

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

501783

(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.

Bryan F. Hickey

Name of Person Signing

[Signature]  
Signature

1/16/02  
Date

Total number of pages including cover sheet, attachments, and documents: 16

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

01/31/2002 GT0N11 00000355 5205005

01 FC:501

160.00 DP

PATENT  
REEL: 012513 FRAME: 0699

## ASSIGNMENT

WHEREAS, the undersigned Machinery Sales Corp. (aka Machinery Sales Corporation), a South Carolina corporation (hereinafter "Machinery Sales Corp."), having a place of business at 1705 Poplar Drive Extension, Greer, South Carolina 29651, is the owner, by previous assignment, of certain inventions in new and useful improvements relating to Tobacco Sorting Conveyors and Distribution Systems and Apparatus for Conveying Weighed Amounts of Material and Methods, including the following issued patents:

1. TOBACCO CONTAINER SORTING CONVEYOR  
U.S. Patent No. 5,285,885; Issued: 02/15/94
2. TOBACCO CONTAINER SORTING CONVEYOR  
U.S. Patent No. 5,400,895; Issued: 03/28/95
3. UNIFORM TOBACCO DISTRIBUTION SYSTEM AND METHOD FOR A TOBACCO PRESS  
U.S. Patent No. 5,404,919; Issued: 04/11/95
4. UNIFORM TOBACCO DISTRIBUTION SYSTEM AND METHOD FOR A TOBACCO PRESS  
U.S. Patent No. 5,529,095; Issued: 06/25/96

WHEREAS, Fishburne Corporation, a South Carolina corporation, having a place of business at 1705 Poplar Drive Extension, Greer, South Carolina 29651 ("FC"), is desirous of acquiring the entire right, title and interest in and to all said inventions, and in and to any letters patent that have been and may be granted therefor in the United States and in any and all foreign countries, and Machinery Sales Corp. desires to assign its interest therein to Fishburne Corporation; and

Machinery Sales Corp. warrants that it is the sole owner of the entire right, title, and interest in and to the United States patents referenced above, the inventions described therein, and all rights associated therewith, hereinafter collectively referred to as the patents, which are registered in the United States Patent and Trademark Office, free from the obligation of any license, security interest, or encumbrance whatsoever.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), to us in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the aforesaid Machinery Sales Corp. have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Fishburne Corporation, its successors and assigns, the full and exclusive right, title and interest to the said inventions in the United States and its territorial possessions, and in all foreign countries, and the entire right, title and interest in

and to the above referenced patents, and any all letters patent of the United States and its territorial possessions, and in any and all foreign countries to be obtained therefor on said inventions or any continuation, division, renewal, substitute or reissue, or reexamination thereof for the full term or terms for which the same may be granted.

Machinery Sales Corp. hereby authorizes and requests the United States Patent Office and any other patent office in the world to issue any and all of said letters patent, not yet granted, to Fishburne Corporation, when granted, as the assignee of the entire right, title and interest in and to the same.

Fishburne Corporation shall have the right to sue for infringement, including past infringement, and to collect all damages and profits for past and future infringements.

Further, Machinery Sales Corp. will communicate to Fishburne Corporation any facts known to it respecting said inventions, and testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do everything possible to aid said Fishburne Corporation, its successors and assigns, to obtain and enforce proper protection for said inventions in the United States, and in any and all foreign countries. Machinery Sales Corp. makes the obligations herein binding on its successors and assigns.

IN TESTIMONY WHEREOF, the undersigned duly authorized officer has hereunto set his/her hand and seal this 31 day of Dec, 2001.

MACHINERY SALES CORP. (Seal)

By: [Signature]

Title: President

At: Free Se

Acknowledged before me this 31  
day of Dec, 2001:

[Signature]  
Notary Public for S.C.

My Commission Expires: 7-26-05

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## ASSIGNMENT

WHEREAS, Machinery Sales, Corp. (aka Machinery Sales Corporation), a South Carolina corporation (hereinafter "Machinery Sales Corp."), having a place of business at 1705 Poplar Drive Extension, Greer, South Carolina, has adopted, used, and has been using and is the owner of the intellectual properties referenced in Schedule 3.6(c) attached hereto and incorporated herein by reference, or of certain rights related thereto, including without limitation all copyright and trade secret interests of Machinery Sales Corp. therein; and

WHEREAS, Fishburne Corporation, a South Carolina corporation, has purchased certain property, assets and appurtenant goodwill of said Machinery Sales Corp., including without limitation the intellectual property referenced on Schedule 3.6(c) and the copyright and trade secrets interests of Machinery Sales Corp. in all items listed on Schedule 3.6(c);

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Machinery Sales Corp. hereby quitclaims and assigns to Fishburne Corporation, its successors and assigns, all right, title and interest of Machinery Sales Corp., in the United States and foreign countries, and in any and all media, in and to: (1) the intellectual properties and copyright and trade secrets interests of Machinery Sales Corp. in the intellectual properties referenced on Schedule 3.6(c) and any applicable registrations therefor, together with the goodwill of the business associated therewith and together with the rights to prepare derivative works, and with the registration(s), if any, thereof; (2) the computer software designated as "LSA 2000 Software" (Stem Analyzer); and (3) all rights of Machinery Sales Corp. in connection with the Patent License Agreement attached as Exhibit A to Schedules 3.6(c) and 3.6(d) to the extent that such rights relate in any manner to the manufacture, sale or use of tobacco or allied machinery; and with the right to prosecute claims for infringement of all of the foregoing and to recover and have damages and profits for infringement, including past infringement.

MACHINERY SALES CORP. HEREBY further warrants that it has the full right to convey the entire rights, title, and interests herein assigned; it has not executed and will not execute any license, assignment, security interest or other instrument in conflict herewith; and that no other person or entity has any title or interest in the intellectual property on Schedule 3.6(c).

MACHINERY SALES CORP. HEREBY authorizes and requests the United States Patent and Trademark Office, the U.S. Copyright Office and other issuing authority(ies) to recognize Fishburne Corporation as sole assignee of the above referenced intellectual properties and goodwill.

MACHINERY SALES CORP. HEREBY further consents and agrees to take any further action, if any, whenever requested, and to testify, if necessary, in any legal proceeding, and to execute and deliver on request all lawful papers required to make any of the foregoing provisions effective; and to perform the aforesaid, communicating, executing and delivery, without any payment and generally to do everything possible to aid the said Fishburne Corporation, its successors, legal representatives or assigns to enforce its rights to the above intellectual property

in all countries, and likewise Machinery Sales Corp. makes these provisions binding on Machinery Sales Corp.'s successors and assigns.

MACHINERY SALES CORP. (Seal)

By: [Signature]

Title: President

At: Jess, Sc

Acknowledged before me this 341  
of November, 2001:

[Signature]  
Notary Public for SC 7-26-05

My Commission Expires: 7-26-05  
281585

**SCHEDULE 3.6(c)**

The Intellectual Property to be transferred pursuant to this agreement comprises the following:

**A. PATENTS**

<u>Description</u>	<u>U.S. Patent No.</u>	<u>Registration Date</u>
Tobacco Container Sorting Conveyor	5,285,885	2/15/94
Tobacco Container Sorting Conveyor	5,400,895	3/28/95
Uniform Tobacco Distribution System and Method for a Tobacco Press	5,404,919	4/11/95
Uniform Tobacco Distribution System and Method for a Tobacco Press	5,529,095	6/25/96
Method and Apparatus for Conveying Weighed Amounts Of Material	4,614,264	9/30/86

Seller also agrees to assign all rights of Machinery Sales Corp. in connection with the Patent License Agreement attached as **Exhibit A**, as referenced in the Assignment to Machinery Sales Corp. dated October 4, 1999, to Buyer, to the extent that such rights relate in any manner to the manufacture, sale or use of tobacco or allied machinery; and with the right to prosecute claims for infringement of all of the foregoing and to recover and have damages and profits for infringement, including past infringement.

**B. TRADEMARKS AND TRADE NAMES AND BUSINESS NAMES**

<u>Description</u>	<u>U.S. Trademark No.</u>	<u>Registration Date</u>
Miscellaneous Design (Fish and Fire logo)	892,849	6/16/70

Together with the goodwill  
and business associated with  
both such marks

Seller further agrees to quitclaim and assign to Buyer all rights of Seller to any trade names, trade dress, corporate names and business names of Seller, including the rights of Seller with respect to "Machinery Sales Corp." and the rights previously assigned to Seller to use the names "Fishburne" and "Fishburne International" in connection with the manufacture of tobacco or allied machinery, and further including the goodwill associated with all of the foregoing marks and names. Seller refers Buyer to the Intellectual Property assignment documentation received by Seller from Fishburne International, Inc. ("FII") and the Asset Purchase Agreement associated therewith for certain terms, conditions and limitations applicable to the assets acquired under the FII-Machinery Sales Corp. Agreement.

C. **COPYRIGHTS**

Description

Seller further agrees to quitclaim and assign to Buyer all rights of Seller to all drawings (CAD and non-CAD) and specifications of Seller and all brochures and advertising materials, and the computer software designated as "LSA 2000 Software" (Stem Analyzer). These materials include all presently existing copyright materials previously assigned to Seller from Fishburne International, Inc.

D. **GENERAL ASSIGNMENT OF OTHER INTELLECTUAL PROPERTY RIGHTS OF MACHINERY SALES CORP.**

In addition to the foregoing, Machinery Sales Corp. agrees to quitclaim and assign to Fishburne Corp. and its successors and assigns, to the fullest extent the following may be assigned, all rights, title and interest, if any, of Machinery Sales Corp, in any country and in all media, to any other intellectual properties including: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (b) all copyrightable works, copyrights, and applications, registrations and renewals in connection therewith, together with the rights to prepare derivative works in all media and to any registrations owned by Seller; (c) all trade secrets and confidential business information of Seller (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (d) all computer software (including data and related documentation) used exclusively with the Business; (e) all other proprietary rights of Seller used in the

Business; and (f) all copies and tangible embodiments (in whatever form or medium) of any of the foregoing, together with the rights to prosecute claims for infringement of all of the foregoing and to recover and have damages and profits for infringement, including past infringement, and together with all goodwill associated with all of the foregoing.



**SCHEDULE 3.6(d)**

The only third party licenses that Seller is presently able to identify are comprised of the license attached as **Exhibit A** and the shrink wrap software licenses for packaged software that is being transferred to Buyer.

Seller agrees to quitclaim and assign Seller's rights thereto to Buyer to the fullest extent permitted by law.

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## Exhibit A

The Assets consist of all the following items of property, both tangible and intangible used with, incorporated in, contained in or related to Fishburne's tobacco press systems (the "System"): (a) all patents, trademarks, service marks, trade names, but only as it relates to the manufacture and sale of tobacco or allied machinery, (including the name "Fishburne" and "Fishburne International") and trade secrets; (b) all office furniture listed in Exhibit A-1A and all manufacturing machinery/equipment listed on Exhibit A-1B, attached ; (c) incomplete and finished presses; (d) all drawings (both CAD and non-CAD), specifications and test data; (e) vendor price and product lists; (f) customer lists, sales records and quotes; (g) catalogs, advertising, samples, and promotional literature; (h) inventory of parts (held for resale or otherwise) chosen by the Purchaser, including without limitation parts held to use in fabrication of the Jobs in Progress as shown on Exhibit 1.25 of the Agreement; (i) leases and licenses chosen by the Purchaser; (j) Jobs in Progress shown in Exhibit 1.25 of the Agreement; and (k) Computer Equipment including without limitation Trina Roe's Office Computer System, John Metalski's Office Computer System, Alex Hollingsworth's Office Computer System (computer systems are to include PC's Monitors, Printers, Servers & Dial Ins, all Software), 3 Laptop Computer Systems by the Service Employees with all related attachments and all software, 3 Complete Engineering Computer Systems including Monitors, Printers, Plotters, Servers & Dial Ins., all related software. The Assets do not include the Excluded Assets as defined in the Agreement.