

05-10-2002

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U.S. Department of Commerce  
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**PATENT**

TO: The Commissioner of Patents and

102084656

original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)
- Document ID #
- Correction of PTO Error
- Reel #                      Frame #
- Corrective Document
- Reel #                      Frame #

5.2.02

**Conveyance Type**

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other:

FILED  
MAR 12 2002  
FBI/DOJ

**Conveying Party(ies)**

1. Joel Ingvalson
2. Brent Aufdembrink
3. Michael Tupy
4. Eugene J. Fox
5. Michael J. Beaver
6. Francis Amore

**Execution Date(s)**

- March 12, 2002
- March 4, 2002
- March 4, 2002
- March 6, 2002
- March 4, 2002
- March 4, 2002

Mark if Additional Names of Conveying Parties Attached

**Receiving Party**

Name                      Cargill, Incorporated

Name

Address                      15407 McGinty Road West

Address

Address                      Wayzata

City

Minnesota

State/Country

55391

Zip Code

Mark if Additional Names of Receiving Parties Attached

**Correspondent Name and Address**

Matthew O. Brady  
Leydig, Voit & Mayer, Ltd.  
Two Prudential Plaza, Suite 4900  
Chicago, Illinois 60601-6780

Telephone: (312) 616-5600  
Facsimile: (312) 616-5700  
Attorney Docket No. 213106

**Pages**      Enter the total number of pages of the attached conveyance document including any attachments:      8

**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 Numbers**

**Patent Numbers**

09/927,836

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:      1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment:

- Enclosed is a check in the amount of \$40.00
- Charge Deposit Account No. 12-1216

Authorization to Charge Additional Fees to Deposit Account No. 12-1216:  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.

Matthew O. Brady

Name of Person Signing

Signature

April 23, 2002

Date

05/09/2002 DBYRNE      00000231 09927836  
01 FC:581                      40.00 DP

**PATENT**  
**REEL: 012866 FRAME: 0509**

Leydig, Voit & Mayer, Ltd.  
Two Prudential Plaza  
Suite 4900  
Chicago, Illinois 60601-6780

**ASSIGNMENT**

**WHEREAS, WE**, Joel Ingvalson, 4740 York Avenue South, Minneapolis, Minnesota 55410; Brent Aufdembrink, 4537 Medina Lake Drive, Medina, Minnesota 55340; Michael J. Tupy, 8332 32<sup>nd</sup> Place N., Crystal, Minnesota 55427; Eugene J. Fox, 6707 Morrow Drive, Dayton, Ohio 45415; Michael J. Beaver, 8767 Ridge Ponds Drive, Victoria, Minnesota 55386 and Frances Amore, of 3630 Urbandale Lane N, Plymouth, Minnesota 55446, respectively, have invented and own a certain invention entitled:

**PRODUCTS COMPRISING CORN OIL AND CORN MEAL  
OBTAINED FROM HIGH OIL CORN**

for which invention we have executed an application (provisional or non-provisional) for a U.S. patent, which was filed on August 10, 2001, under U.S. Application No. 09/927,836, and

**WHEREAS**, Cargill, Incorporated, of 15407 McGinty Road West, Wayzata, MN 55391-2399 (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

**NOW, THEREFORE**, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

**UPON SAID CONSIDERATION**, we convey to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.

**WE DO HEREBY COVENANT** and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

**IN WITNESS WHEREOF**, we have hereunder set our hands on the dates shown below.

Date 03-12-02

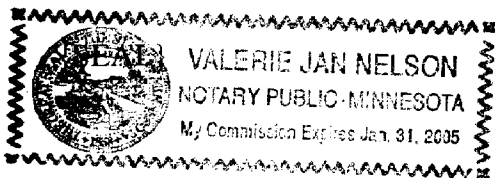
Joel Ingvalson  
Joel Ingvalson

STATE OF Minnesota )  
 ) SS:  
COUNTY OF Hennepin )

On this 12<sup>th</sup> day of March, 2002, before me, a Notary Public in and for said county, appeared Joel Ingvalson, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Valerie Jan Nelson  
Notary Public

My Commission Expires January 31, 2005

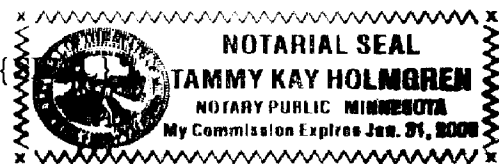


Date March 4, 2002

Brent Aufdembrink  
Brent Aufdembrink

STATE OF Minnesota )  
 ) SS:  
COUNTY OF Hennepin )

On this 4<sup>th</sup> day of March, 2002, before me, a Notary Public in and for said county, appeared Brent Aufdembrink, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.



Tammy Holmgren  
Notary Public

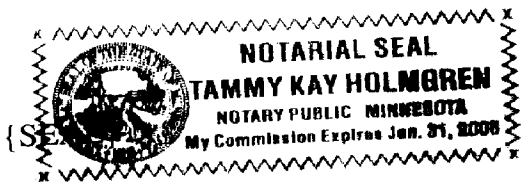
My Commission Expires: 1/31/05

Date 3/04/2002

Michael J. Tupy  
Michael J. Tupy

STATE OF Minnesota )  
 ) SS:  
COUNTY OF Hennepin )

On this 4<sup>th</sup> day of March, 2002, before me, a Notary Public in and for said county, appeared Michael J. Tupy, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.



Tammy Holmgren  
Notary Public

My Commission Expires: 1/31/05

Date March 6, 2002

Eugene J. Fox  
Eugene J. Fox

STATE OF Ohio )  
COUNTY OF Montgomery ) SS:

On this 6<sup>th</sup> day of March, 2002, before me, a Notary Public in and for said county, appeared Eugene J. Fox, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Melody R. Huguely  
Notary Public

{SEAL}

**MELODY R. HUGUELY, Notary Public**  
**In and for the State of Ohio**  
**My Commission Expires July 9, 2004** Expires: July 9, 2004

=====  
Date \_\_\_\_\_ Michael J. Beaver

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for said county, appeared Michael J. Beaver, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

{SEAL}

Date \_\_\_\_\_

Eugene J. Fox

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for said county, appeared Eugene J. Fox, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

{SEAL}

Date 3/4/02

\_\_\_\_\_  
Michael J. Beaver

*Michael J. Beaver*

STATE OF Minnesota )

) SS:

COUNTY OF Hennepin )

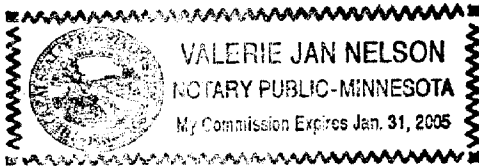
On this 4th day of March, 2002, before me, a Notary Public in and for said county, appeared Michael J. Beaver, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: January 31, 2005

*Valerie Jan Nelson*

{SEAL}



Date 3-4-02

Francis Amore  
Francis Amore

STATE OF Minnesota )  
 ) SS:  
COUNTY OF Hennepin )

On this 4<sup>th</sup> day of March, 2002, before me, a Notary Public in and for said county, appeared Francis Amore, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.



Jemmy Holmgren  
Notary Public

My Commission Expires: 1/31/05