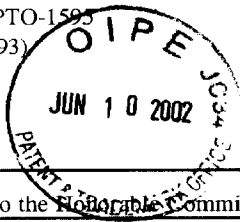


06-14-2002

FORM PTO-1585
(Rev. 6/93)102122588
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SHEET

Attorney's Docket No. 009665-002.001, 009665-002, 009665-003

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

1. Name of conveying party(ies):

Fresh Choice Produce, Inc.

6.10.02

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Other: _____

Execution Date: May 31, 2002

2. Name and address of receiving party(ies):

Name: Ceres Fresh Foods, LLC

Address: 126 Sun Street

Salinas, CA 93901

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)

4,967,545, RE34,678, RE35,917

Additional numbers attached? ☐ Yes ☒ No

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

Name: T. Gene Dillahunt

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR § 3.41): \$ 120.00

☒ Enclosed☒ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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.

T. Gene Dillahunt
Name of Person Signing

Signature
6/7/02
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

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

06/13/2002 LMUELLER 00000267 4967545

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120.00 DP

PATENT
REEL: 012973 FRAME: 0293

(10/01)

ASSIGNMENT

THIS ASSIGNMENT, by FRESH CHOICE PRODUCE, INC., having a place of business at 330 JOHN STREET, SALINAS, CALIFORNIA 93901 (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor is owner of certain patents on inventions for HARVESTING APPARATUS FOR LEAFY VEGETABLES, which are U.S. Letters Patent No. 4,967,545, Letters Patent No. RE34,678 and Letters Patent No. RE35,917 of the United States.

WHEREAS, CERES FRESH FOODS, LLC, a corporation duly organized under and pursuant to the laws of CALIFORNIA, and having its principal place of business at 126 SUN STREET, SALINAS, CA 93901 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to the above Letters Patent or Patents, including any future United States or foreign patents, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns effective as of January 1, 2000 the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all of the above Letters Patent or Patents of the United States of America and all foreign patents that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made, including all rights to recover for past and future infringement thereof and all rights to past and future licensing and sublicensing rights related thereto;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all

lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to file, record and take other appropriate action relative to this Assignment.

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

FRESH CHOICE PRODUCE, INC.

Robert V. Jenkins
Print Name

[Signature]
Signature

PRESIDENT
Title

Date 5/31/02