

07-01-2002

Form PTO-1595
(Rev. 03/01)

RE

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

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

102140375

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

McKee Foods Corporation

6-27-02

2. Name and address of receiving party(ies)

Name: McKee Foods Kingman, Inc.

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: 2675 Oatman RoadCity: Kingman State: AZ Zip: 86413Execution Date: June 19, 2002Additional 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)

5,529,797

D348,555

5,626,246

Additional numbers attached? ☐ Yes ☒ No

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

Name: David J. HillInternal Address: Chambliss, Bahner & StophelStreet Address: 1000 Tallan BuildingTwo Union SquareCity: Chattanooga State: TN Zip: 374026. Total number of applications and patents involved: 37. Total fee (37 CFR 3.41).....\$ 120.00☒ 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.

David J. Hill

Name of Person Signing

Signature

6/20/2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

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

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

06/28/2002 DBYNE

0000209 D348555

01 FC:581

120.00

PATENT

REEL: 013019 FRAME: 0804

ASSIGNMENT OF PATENTS

This Assignment is made as of the 29th day of June, 2002, by McKee Foods Corporation, a Tennessee corporation, having its principal place of business in Collegedale, Tennessee (hereinafter referred to as "Company").

WITNESSETH

WHEREAS, Company owns patents, including those which are listed on the attached Exhibit A, as well as the inventions, discoveries and improvements described or disclosed therein (hereinafter referred to collectively as "the Patents"); and

WHEREAS, Company and McKee Foods Kingman, Inc., an Arizona corporation, having its principal place of business in Kingman, Arizona (hereinafter referred to as "Kingman"), and certain of their affiliates and related companies are engaged in a restructuring of the relative rights and obligations of each to the others (hereinafter referred to as "the Restructuring"); and

WHEREAS, as a part of the Restructuring, Kingman is acquiring the Patents;

NOW, THEREFORE, for and in consideration of the covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Company does hereby sell, assign and transfer to Kingman, its successors, assigns and legal representatives, the entire right, title and interest, for all countries, in and to any and all inventions, discoveries and improvements which are disclosed and claimed, and any and all inventions, discoveries and improvements which are disclosed but not claimed, in the Patents, and in and to the Patents and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed on any of said inventions, discoveries and improvements disclosed in any of the Patents, and in and to all original and reissue patents which have been or shall be issued by the United States or any other country on any of said inventions, discoveries and improvements.
2. This Assignment includes the right to file and prosecute any and all such applications and the right to sue and recover for any and all infringements, past, present or future, of any of the Patents.
3. Company represents and warrants to Kingman that:
 - (a) Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee.
 - (b) Company has full corporate authority to execute this Assignment, and that this Assignment and the terms and conditions hereof have been duly authorized by all requisite corporate authorities and will not result in a violation of any of the provisions of Company's corporate charter, bylaws or any agreement to which Company may be a party.

- (c) Company is the owner of the Patents, and no other person or entity has any security interest in any of the Patents.
- (d) There are no actions, suits, claims or proceedings pending or, to Company's knowledge threatened against Company in any court or before any governmental agency which might have an adverse effect on any of the Patents.
- (e) Company is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of any of the Patents, or which has created or would create a lien thereon or would affect or interfere with Kingman's rights therein.
- (f) All maintenance fees which are due for the Patents have been paid as of the date of this Assignment.

- 4. Company shall indemnify and hold harmless Kingman, its successors and assigns, at all times after the date of this Assignment, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation made in or in connection with this Assignment.
- 5. If any third party infringes or otherwise violates Kingman's right, title and/or interest in and to any of the Patents, Company agrees to cooperate fully with Kingman to terminate such infringement or violation. Company agrees that Kingman has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity or enforceability of, title to, or infringement of any of the Patents.
- 6. Company hereby covenants and agrees to execute any and all documents reasonably requested by Kingman for the purpose of carrying out the intent and purposes of this Assignment. Company hereby further covenants and agrees that it will cooperate with Kingman to enable Kingman to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Company's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Patents, all to the extent deemed necessary or desirable by Kingman for participation in any legal or administrative proceedings involving the Patents, and otherwise fully carrying out the terms of this Assignment.
- 7. All the provisions of this Assignment shall inure to the benefit of Kingman and its successors, assigns and representatives and shall be binding on Company and its successors, assigns, and representatives.
- 8. Exhibit A is expressly made part of this Assignment, and is incorporated herein by reference.

IN TESTIMONY WHEREOF, Company has executed this Assignment as of the date first written above.

McKEE FOODS CORPORATION

By: Joe W. Davis, Jr.
Vice President & General Counsel

State of Tennessee)
)
County of Hamilton)

Before me, a Notary Public of the state and county aforesaid, personally appeared Joe W. Davis, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President & General Counsel of McKee Foods Corporation, the within named Company, a corporation, and that he as such Vice President & General Counsel, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President & General Counsel.

WITNESS my hand and seal, at office in Collegedale, Tennessee, this 19 day of June, 2002.

Debbie Brintman Whitted
Notary Public

My commission expires: 3/4/03

EXHIBIT A

Country	Patent Number
USA	D348,555
USA	5,529,797
USA	5,626,246