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07-12-2002



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

1. Name of conveying party(ies):

Michael D. Christy; 6/23/02
John T. McCarthy; 6/21/02
Sean T. McCarthy; 6/23/02
Jay P. Phillips; 6/24/02

6-28-02

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

2. Name and address of receiving party(ies)

Name: John T. McCarthy

Internal Address: _____

Street Address: 416 Nance Road

City: Stanfield State: NC Zip: 28163

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: see above dates by conveying parties

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

10185617

If this document is being filed together with a new application, the execution data of the application is: 5/31/02; 5/29/02;

5/31/02; 5/29/02; respectively

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Lewis S. Rowell

Internal Address: Womble Carlyle Sandridge & Rice, PLLC

Street Address: 1900 First Union Tower

300 N. Greene Street

City: Greensboro State: NC Zip: 27401

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

09-0528

(Attach duplicate copy of this page if paying by deposit account)

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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.

Lewis S. Rowell

Name of Person Signing

Lewis S. Rowell
Signature

6/28/02

Date

Total number of pages including cover sheet, attachments, and documents: 4

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

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

07/12/2002 ANNED1 00000039 10185617

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PATENT
REEL: 013063 FRAME: 0652

10/185617
U.S. PTO
06/28/02

ASSIGNMENT

This Assignment is made by us, Michael D. Christy, a citizen of the United States, residing at 113 Orchard Ridge Road, City of Locust, County of Stanly, State of North Carolina; John T. McCarthy, a citizen of the United States of America, residing at 416 Nance Road, City of Stanfield, County of Stanly, State of North Carolina; Sean T. McCarthy, a citizen of the United States of America, residing at 304 Old Hickory Road, City of Locust, County of Stanly, State of North Carolina; and Jay P. Phillips, a citizen of the United States of America, residing at 566 Sparta Street, City of Concord, County of Cabarrus, State of North Carolina, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we have invented certain new and useful improvements in an APPARATUS AND METHOD FOR STACKING FOOD PORTIONS for which we are about to make application for Letters Patent of the United States, and for which we have executed a declaration.

WHEREAS, John T. McCarthy, a citizen of the United States, residing at 416 Nance Road, City of Stanfield, State of North Carolina 28163, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed by us concurrently herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over unto the said assignee, his successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions,

divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for his interest, and for his own use and behalf, and the use and behalf of his successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, his successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

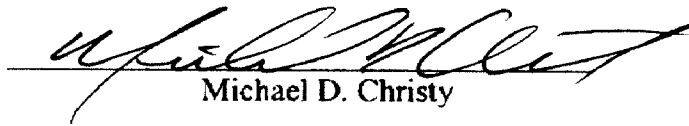
And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, his successors and assigns, that we will, whenever his counsel or the counsel of his successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, his successors or assigns, but at his or their expense.

We hereby request the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

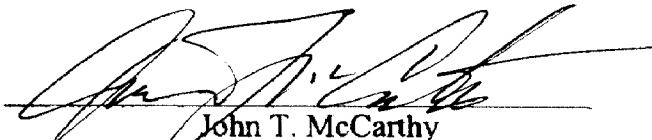
For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, his successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said

invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, his successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in his own name or in the name of his successor, assignee, or nominee, in any and all countries where he may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, his successors, assignee, or nominee, without charge to our said assignee, his successor, assignee or nominee, but at his or their expense.

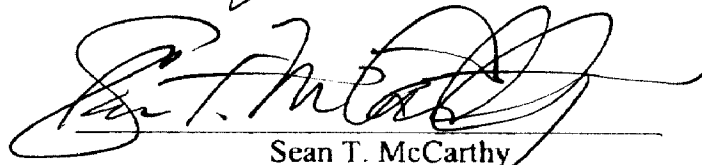
Date: 6/23/02


Michael D. Christy

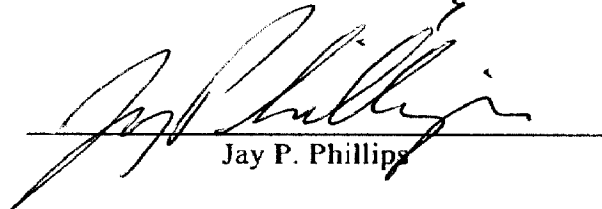
Date: 6-21-02


John T. McCarthy

Date: 23 JUN 02


Sean T. McCarthy

Date: 6/24/02


Jay P. Phillips

Attorney Docket No. 4450-010(9.4)

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