

U.S. P.
ASSIGNMENT RECORD



FOR PATENTS

102460401

To the Assistant Commissioner of Patents. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tommy L. Oldridge

S-28-03

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

Name: The University of Arkansas
Address: 1123 S. University, Suite 601
Little Rock, Arkansas 72204

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: 10/27/97

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

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

This document is being filed in the United States Patent and Trademark Office on

A. Patent Application No.(s)
10/014,914

B. Patent No.(s)
6,374,538

Additional Numbers Attached? Yes No

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

Allen F. Bennett
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228 West 17th Place
Tulsa, OK 74119

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41):.....\$ 80.00

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9. Statement and signature.

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ALLEN F. BENNETT
Name of Person Signing

Allen F. Bennett
Signature

22 May 2003
Date

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ASSIGNMENT/LICENSE AGREEMENT

WHEREAS, TOMMY L. OLDRIDGE, of 1118 Concord St., Lowell, Arkansas 72745, a citizen of the United States of America, (hereinafter referred to as ASSIGNOR), has invented along with Justin R. Morris certain new and useful improvements in a/an **VINEYARD APPARATUS, SYSTEM, AND METHOD FOR VINEYARD MECHANIZATION**, described in a U.S. Patent Application filed October 14, 1997, which is a continuation-in-part of Provisional Application Serial No. 60/035,216, filed January 7, 1997, and of Provisional Application Serial No. 60/049,285, filed June 10, 1997;

WHEREAS, ASSIGNOR, one said inventor, is now the owner of an undivided one-half interest in said application, the invention described and claimed therein, and all rights in, to and under the same;

WHEREAS, ASSIGNOR is desirous of acquiring a fully paid, irrevocable, non-exclusive, non-transferable, world-wide license, without the right to grant sublicenses, to make, use, sell, and offer to sell the machines, devices, implements, and units described in said application and any patents issuing thereon, and to provide technical support to and to consult for others in connection with the inventions described in said application and any patents issuing thereon; and

WHEREAS, THE UNIVERSITY OF ARKANSAS, a public institution of higher education existing under the laws and Constitution of the State of Arkansas, with offices at 1123 South University, Suite

601, Little Rock, Arkansas 72204, (hereinafter referred to as ASSIGNEE), is desirous of acquiring ASSIGNOR'S undivided one-half interest in the entire right, title and interest in and to the aforementioned application, invention and in, to and under any and all Letters Patent of the United States and in any and all foreign countries thereof;

NOW, THEREFORE, this indenture witnesseth that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over to the ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR'S one-half undivided interest in the entire right, title and interest in and to the said invention and application, and any and all divisions and continuations thereof, and any and all Letters Patent of the United States, its territorial possessions, and any and all foreign countries which may be granted therefor, and any and all reissues or certificates of reexamination of said Letters Patent, including the right of priority and the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the ASSIGNEE for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States, territories and foreign countries are or may be granted, reissued, or reexamined as fully and entirely as same would have been held

and enjoyed by ASSIGNOR, if this assignment and sale had not been made.

AND, ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States on said invention, or resulting from said application, and from any and all divisions and continuations, reissues or reexaminations thereof to the ASSIGNEE, of the entire interest, and hereby covenants that he has full right to convey the interest herein assigned, and he has not executed and will not execute any agreement in conflict therewith.

AND, ASSIGNOR further hereby covenants and agrees that he will, at any time, upon request, at the expense of said ASSIGNEE, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, and to said Letters Patent as may be granted therefor, in said ASSIGNEE, its successors, assigns, or other legal representatives, and that if said ASSIGNEE, its successors, assigns, or other legal representatives shall desire to file any divisional or continuation application, or to secure a reissue or certificate of reexamination of such Letters Patent, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all rightful oaths, and do all acts requisite for the filing of such divisional or continuing application, or such application for reissue or request for reexamination and procuring thereof, and for the filing of such disclaimers, without further compensation, but at the expense of said ASSIGNEE, its successors or other legal representatives.

AND, ASSIGNOR does further covenant and agree, that he will, at any time, upon request, communicate to said ASSIGNEE, its successors, assigns, or other legal representatives, at its expense, such facts relating to said invention and Letters Patent or the history thereof, as may be known to him, and testify as to the same in any interference or other litigation, when requested to do so.

ASSIGNEE hereby grants to ASSIGNOR a fully paid, irrevocable, non-exclusive, non-transferable, world-wide license, without the right to grant sublicenses, to make, use, sell, and offer to sell the machines, devices, implements, and units described in said application and any patents issuing thereon, and to provide technical support to and to consult for others in connection with the inventions described in said application and any patents issuing thereon. The term of this license to ASSIGNOR is limited to the full life of the last remaining patent granted on said application.

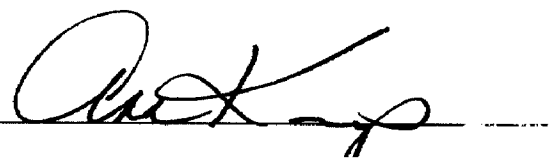
ASSIGNOR/LICENSEE

10/27/97
DATE


TOMMY L. OLDRIDGE

ASSIGNEE/LICENSOR

5/6/2003
DATE

By: 
Title: VP Finance & Admin.
The University of Arkansas