

FORM PTO-1595
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RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies):
Toltran, Ltd.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Intek International Food Products, Inc.
Internal Address:
Street Address: 800 South Northwest Highway
Suite 100
Barrington, IL 60010
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: November 12, 2003
Nature of submission:
 New
 Resubmission (Non-Recordation) Document ID#
 Correction of PTO error
Reel #: Frame #:
 Corrective Document
Reel #: Frame #:

4. Application number(s) or patent number(s): ATTORNEY DOCKET NO.: 204295-0004 and 204295-0008
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).
4,864,503 and 5,490,061
Additional numbers attached? Yes No

5. Correspondent name and address:
MICHAEL BEST & FRIEDRICH LLP
401 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611-4212
Direct telephone calls to: Judith L. Grubner
at telephone no. (312) 661-2100 or fax no. (312) 661-0029
CERTIFICATE OF FACSIMILE TRANSMISSION
I hereby certify that this document is being transmitted via facsimile to the
Assignment Recordation Services of the U.S. Patent and Trademark
Office via fax number 703-306-5995 on November 20, 2003.
Date: 11-20-03
Dawn Terzaghi

6. Total number of applications/patents involved: 2
7. Total fee (37 CFR 3.41) \$ 80.00
 Enclosed
 Authorized to be charged to deposit account
 Authorization to charge additional fees (deficiencies)
8. Deposit Account No. 50-1965

DO NOT USE THIS SPACE

8. 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.
Judith L. Grubner Signature 11/20/03
Name of Person Signing Signature Date

Total Number of Pages, including cover sheet, attachments and documents: 4

CH \$80.00 501965 4864603

PATENT ASSIGNMENT

WHEREAS, TOLTRAN, LTD., an Illinois corporation located at 4206 Weatherstone Road, Crystal Lake, Illinois 60014 (hereinafter "Assignor"), is the owner of and/or has made new and useful improvements in certain inventions entitled "Method of Using a Created International Language as an Intermediate Pathway in Translation Between Two National Languages" and "Improved Translation System Utilizing a Morphological Stripping Process to Reduce Words to their Root Configuration to Produce Reduction on Database Size," the specifications of which were respectively filed in the United States Patent and Trademark Office on February 5, 1987, and September 5, 1989, and which matured respectively into U.S. Letters Patent Nos. 4,864,503 and 5,490,061 (the "Patents"); and

WHEREAS, INTEK INTERNATIONAL FOOD PRODUCTS, INC., an Illinois corporation located at 800 South Northwest Highway, Suite 100, Barrington, Illinois 60010, which, together with its successors and assigns (hereinafter "Assignee"), is desirous of acquiring worldwide right, title and interest in the Patents and all inventions and discoveries disclosed therein;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby, without reservation:

1. Assigns, transfers, and conveys to Assignee the entire worldwide right, title, and interest in and to said inventions and discoveries, said U.S. Letters Patent Nos. 4,864,503 and 5,490,061, any and all applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said

applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent, the same to be held and enjoyed by Assignee for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, had this Assignment not been made, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, and the right to sue and collect for all future, present and past infringements thereof, which may have occurred prior to the execution of this Assignment.

2. Authorizes Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in Assignor's name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire worldwide right, title, and interest therein or otherwise as Assignee may direct.

4. Warrants that Assignor has not knowingly conveyed to others any right in said inventions, discoveries, applications, or Letters Patent or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that Assignor has good right to assign the same to Assignee without encumbrance.

5. Binds Assignor's heirs, legal representatives, and assigns, as well as Assignor, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to

Assignor or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, Assignor's heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in Assignor's control or in the control of Assignor's heirs, legal representatives, or assigns which may be useful for establishing the facts of the conception, disclosure, and reduction to practice of said inventions and discoveries or otherwise pertaining to the maintenance and enforcement of the Patents.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment below, effective as of this 14 day of November 2003.

TOLTRAN, LTD.

By: *Stanley Tolin*

Printed: STANLEY TOLIN

Title: PRESIDENT

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