



07-28-2003



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HEET

Attorney's Docket No. 032390-054

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

J. Michael DROZD

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name

Other: \_\_\_\_\_

Execution Date: May 12, 2003

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

Name: INDUSTRIAL MICROWAVE SYSTEMS, INC.

Address: 3000 Perimeter Park, Suite 1  
Morrisville, North Carolina 27560

Additional name(s) & address(es) attached? [ ] Yes [X] 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)

10/129,776

B. Patent No.(s)

Additional numbers attached? [ ] Yes [X] No

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

Name: Scott W. Cummings

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

P.O. Box 1404

Alexandria, Virginia 22313-1404

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, 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.*

Scott W. Cummings, Reg. No. 41,567  
Name of Person Signing

Signature

July 23, 2003  
Date

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

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

Director of the United States Patent and Trademark Office  
Mail Stop Assignment Recordation Services  
P.O. Box 1450  
Alexandria, VA 22313-1450

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Attorney's Docket Nos.

**ASSIGNMENT**

(JOINT)

THIS ASSIGNMENT, by J. MICHAEL DROZD, residing at 1614 SCALES STREET, RALEIGH, NORTH CAROLINA 27608, (hereinafter referred to as "the Assignor"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in THERMAL GELATION OF FOODS AND BIOMATERIALS USING RAPID HEATING set forth in an application for Letters Patent of the United States,

- (1)  which is a provisional application
- (a)  bearing Application No.     , and filed on     ;
- (b)  to be filed herewith; or
- (2)  which is a non-provisional application
- (a)  bearing Application No. 10/129,776, and filed on MAY 10, 2002 and filed as PCT International Application No. PCT/US00/31171 on NOVEMBER 13, 2000, claiming priority to Application Nos. 60/164,868 and 60/164,869 filed on NOVEMBER 12, 1999;
- (b)  having an oath or declaration executed on even date herewith prior to filing of application;
- (c)  having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, INDUSTRIAL MICROWAVE SYSTEMS, INC., a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 3000 PERIMETER PARK DRIVE, SUITE L, MORRISVILLE, NORTH CAROLINA 27560 UNITED STATES OF AMERICA (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest of the assignor 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(s), and in and to any Letters Patent or Patents, United States or foreign, 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 Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the Assignor's 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 applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries 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 Assignors had this sale and assignment not been made;

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 has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

Application No. Unassigned  
Attorney's Docket No. Q32380-054

AND for the same consideration, the Assignor hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, ad 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 request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

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, the Letters Patent to be issued for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 5/12/03 Signature of Assignor   
J. Michael DROZD

I, JAY B. BORKOWSKI, whose post office address is 10312 BRUCEWOOD RD, RALEIGH, NC, hereby declare that I was personally present and did witness the above-identified person, know to me to be the person named as the Assignor, execute the assignment in the manner indicated above.

Date 5/12/03 Signature of Assignor 