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

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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):

Agway, Inc.

2. Name and address of receiving party(ies)

Name: BASF Corporation

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: 3000 Continental Drive-North

City: Mount Olive State: NJ Zip: 07828

Execution Date: 01/14/2004

Additional 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)

10/128,798

10/633,207

B. Patent No.(s)

6,203,833

6,165,529

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael P. Williams

Internal Address: Bond, Schoeneck & King,

PLLC

Street Address: One Lincoln Center

City: Syracuse State: NY Zip: 13202

6. Total number of applications and patents involved: ☒ 4

7. Total fee (37 CFR 3.41).....\$ 160.00

☒ Enclosed☐ Authorized to be charged to deposit account
any fee deficiency or credit any overpayment

8. Deposit account number:

501546

(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.

Michael P. Williams

Name of Person Signing

Signature

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

04/19/2004 ECDOPER 00000079 101P879E

01 FC:8021

160.00 UP

PATENT
REEL: 015215 FRAME: 0689

PATENT ASSIGNMENT

This PATENT ASSIGNMENT is made and entered into this 14th day of January, 2004, by AGWAY, INC., a corporation organized under the laws of the State of Delaware having a place of business at 333 Butternut Drive, DeWitt, New York 13214 ("Assignor"), in favor of BASF Corporation, a corporation existing under the laws of Delaware, having a place of business at 3000 Continental Drive - North, Mount Olive, NJ 07828 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated January 9, 2004, as may be amended, supplemented or otherwise modified from time to time (the "Asset Purchase Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Asset Purchase Agreement), pursuant to which Assignor agreed to sell and Assignee agreed to purchase CPG Technologies;

WHEREAS, Assignor is the owner of all right, title and interest in and to the patents set forth in Schedule A attached hereto and made a part hereof and the patent applications set forth in Schedule B attached hereto and made a part hereof, all foreign and international counterparts thereof and thereto, any and all inventions disclosed and/or claimed therein, and any applications that rely on one or more of them for priority, including, with respect to all of the foregoing, any and all divisionals, continuations, continuations-in-part, reissues, renewals or extensions thereof, together with all patents issuing on any of the aforesaid patent applications, and all rights therein provided by international treaties and conventions (the "Patents");

WHEREAS, Assignor desires to sell, transfer, convey and assign its entire right title and interest in and to the Patents to Assignee;

WHEREAS, Assignee desires to receive all of Assignor's right, title and interest in and to the Patents.

NOW THEREFORE, for the consideration stated in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, sells, transfers and conveys to Assignee, its successors and assigns, all right, title and interest in and to the Patents, free and clear of all Liens to the maximum extent provided in the Sale Order, the same to be held and enjoyed by the said Assignee for its own use and behalf, and for its legal representatives and assigns, to the full end of the term for which said patent is granted, or reissued or extended as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, its successors and assigns, provide all pertinent facts and documents and execute all documents necessary or appropriate to perfect the interest of Assignee, its successors and assigns, in and to the Patents, and to enable Assignee, its successors and assigns to apply for, obtain, maintain, issue and enforce rights in and to the Patents.

3. Assignor acknowledges and agrees that the assignment of the Patents hereunder shall also include and does include the assignment to Assignee, for Assignee's, its successors' and assigns', sole and exclusive benefit, use and enjoyment, all rights to sue for and collect damages for any past or future infringement, presently known or unknown, of such Patents, together with the right to collect any royalties, license fees, or other amounts now or hereafter due or payable with respect thereto related to the Patents owing from third parties.

4. Assignor hereby authorizes and requests the empowered officials of all governments to record in the relevant government records the fact that the Patents are hereby assigned by Assignor to Assignee and to issue any letters patent and reissues of the Patents in the name of Assignee or such other entity as Assignee may direct.

5. Assignor hereby acknowledges receipt of good and valuable consideration for this Patent Assignment.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Agway has caused this Assignment to be executed in duplicate originals by its duly authorized representative as of the day and year first above written.

AGWAY, INC.

By:

Anna Pastore

Name:

Anna Pastore

Title:

Asst Treasurer

ATTESTATION OF WITNESS.

I, Barbara J. Martin, whose full post office address is PO Box 4933, Syracuse NY 13221, was personally present and did see Anna Pastore, who is personally known to me, execute the above assignment.

Barbara J Martin

SCHEDULE A

Patent Number	Issue Date	Title
6,203,833	3/20/2001	Process for Preserving Fresh Produce
6,165,529	12/26/2000	Process for Preserving Fresh Produce and Coating Compositions Therefor

SCHEDULE B

Serial Number	Filing Date	Title
10/128,798	1/10/2000	Process for Preserving Fresh Produce and Coating Composition Therefor

972945.1 4/7/2004

SCHEDULE A

Patent Number	Issue Date	Title
6,203,833	3/20/2001	Process for Preserving Fresh Produce
6,165,529	12/26/2000	Process for Preserving Fresh Produce and Coating Compositions Therefor

SCHEDULE B

Serial Number	Filing Date	Title
10/128,798	1/10/2000	Process for Preserving Fresh Produce and Coating Composition Therefor
10/633,207	8/1/2003	Process and Coating Composition for Extending the Shelf Life of Post Harvest Produce

972945.1 4/8/2004

RECORDED: 04/15/2004

PATENT
REEL: 015215 FRAME: 0694