

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Exclusive license

CONVEYING PARTY DATA

Name	Execution Date
Innovative Research Technologies, LLC	06/11/2004

RECEIVING PARTY DATA

Name:	Alliance Food Equipment Processing, LLC
Street Address:	267 Livingston Street
City:	Northvale
State/Country:	NEW JERSEY
Postal Code:	07647

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	5359858
Patent Number:	5948456
Patent Number:	5394707

CORRESPONDENCE DATA

Fax Number: (734)930-2494

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Angela Alvarez Sujek

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NAME OF SUBMITTER:

Angela Alvarez Sujek

Total Attachments: 4

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AGREEMENT

This Agreement is by and between INNOVATIVE RESEARCH TECHNOLOGIES, LLC and ALLIANCE FOOD EQUIPMENT PROCESSING, LLC and is to be effective on 11 June 2004 (the "Effective Date").

INNOVATIVE RESEARCH TECHNOLOGIES, LLC, a limited liability company organized and existing under the laws of the State of Florida, shall be referred to in this Agreement as "INNOVATIVE." The address of INNOVATIVE for the purposes of this Agreement is 9801 Bay Island Drive, Tampa, FL 33615.

ALLIANCE FOOD EQUIPMENT PROCESSING, LLC, a limited liability company organized and existing under the laws of the State of Delaware and doing business under the name WCB ICE CREAM, shall be referred to in this Agreement as "WCB." The address of WCB for the purposes of this Agreement is 267 Livingston Street, Northvale, NJ 07647.

1 INTRODUCTION

1.1 INNOVATIVE is the owner of Patents (as hereinafter defined) relating to cryogenic freezing processes for creating multi-dimensional frozen food products and Trademarks (as hereinafter defined) relating to such processes and products. WCB desires to obtain an exclusive license under the Patents and Trademarks.

1.2 Accordingly, in consideration of the mutual covenants set forth herein and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged, the Parties enter into this Agreement setting forth the terms and conditions of such license.

2 DEFINITIONS

2.1 For purposes of this Agreement, the term "Patents" shall mean any patent or patent application in any territory of the world which claims or is entitled to claim priority from British Patent Application No. 9214427.8 filed on 07 July 1992, British Patent Application No. 9618171.4 filed on 30 August 1996 or British Patent Application No. 9709725.7 filed on 13 May 1997, including any and all divisions, continuations, continuations-in-part, reexaminations and reissues of such patents and patent

applications. Patents shall include, without limitation, the patents and patent applications identified on Schedule A to this Agreement.

- 2.2 For purposes of this Agreement, the term "Trademarks" shall mean Community Trademark No. 356,568 registering "Cryo-ZAT" on 9 November 1998 and any common law trademark rights existing in the United States or any other country that INNOVATIVE may have in "Cryo-ZAT".

3 LICENSE OF PATENTS AND TRADEMARKS

- 3.1 INNOVATIVE hereby grants WCB a fully paid-up, worldwide, exclusive license under the Patents, with the right to grant sublicenses, to make, have made, use, lease, import, offer to sell, sell and otherwise dispose of products, and to practice methods and processes, covered by the Patents. INNOVATIVE further grants WCB a fully paid-up, worldwide, exclusive license under the Trademarks, with the right to grant sublicenses, to use the Trademarks in connection with making, having made, using, leasing, importing, offering to sell, selling and otherwise disposing of such products and practicing of such methods and processes. In addition, INNOVATIVE grants WCB the right to sue for and recover damages for acts of infringement of the Patents and Trademarks throughout the world.

4 MAINTENANCE OF PATENTS AND TRADEMARKS

- 4.1 WCB shall take all steps necessary to maintain the existence and pendency of the Patents and Trademarks, including, if requested by INNOVATIVE, the payment of all maintenance fees and annuities and the prosecution of all pending applications.

5 GENERAL PROVISIONS

- 5.1 This Agreement may not be amended or modified except by an instrument in writing, signed by duly authorized representatives of the Parties.
- 5.2 The person signing this Agreement on behalf of each Party personally warrants and represents that he or she has been authorized to sign this Agreement and to legally bind his or her respective Party.

- 5.3 This Agreement shall be governed by and shall be construed according to the laws of the State of New Jersey, excluding its conflict of laws provisions. Both Parties submit to the non-exclusive jurisdiction of the courts of the State of New Jersey.
- 5.4 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.5 This Agreement together with the attached Schedule shall constitute the entire understanding of the Parties and supersedes any prior understanding or agreements, whether written or oral.
- 5.6 All notifications required hereunder shall, unless otherwise specified, be in writing and shall be deemed to be given and received if delivered personally or, with the charge prepaid, by a traceable method, such as registered mail or a recognized overnight courier, to the address shown in the preamble of this Agreement.
- 5.7 No waiver of any right or failure to exercise any remedy with respect to any matter or event subject to this Agreement shall constitute a waiver of such right or remedy with respect to any other matter or event or a precedent for purposes of the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized respective representatives as of the Effective Date.

INNOVATIVE RESEARCH TECHNOLOGIES,
LLC

ALLIANCE FOOD EQUIPMENT PROCESSING,
LLC

By: William A. Pecora

By: Neil S. White

Name: William A. Pecora

Name: Neil S. White

Title: Member

Title: President

Date: June 11, 2004

Date: June 11, 2004

Schedule A

<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Grant Date</u>
Belgium	ISSUED	93201978.9	7/6/1993	0 582 327	9/22/1999
Belgium	ISSUED	97306509.7	8/26/1997	827696	3/24/2004
Canada	ALLOWED	2213898	8/25/1997		
Denmark	ISSUED	93201978.9	7/6/1993	582327	9/22/1999
Denmark	ISSUED	97306509.7	8/26/1997	827696	3/24/2004
European Patent Convention	INACTIVE	93201978.9	7/6/1993	582327	9/22/1999
European Patent Convention	INACTIVE	97306509.7	8/26/1997	827696	3/24/2004
France	ISSUED	93201978.9	7/6/1993	582327	9/22/1999
France	ISSUED	97306509.7	8/26/1997	827696	3/24/2004
Germany	ISSUED	93201978.9	7/6/1993	69326512.4-08	9/22/1999
Germany	ISSUED	97306509.7	8/26/1997	827696	3/24/2004
Great Britain	INACTIVE	9214427.8	7/7/1992		
Great Britain	INACTIVE	9618171.4	8/30/1996		
Great Britain	INACTIVE	9709725.7	5/13/1997		
Great Britain	ISSUED	93201978.9	7/6/1993	582327	9/22/1999
Great Britain	ISSUED	97306509.7	8/26/1997	827696	3/24/2004
Italy	ISSUED	93201978.9	7/6/1993	582327	9/22/1999
Italy	ISSUED	97306509.7	8/26/1997	827696	3/24/2004
Korea South	PENDING	97-42401	8/29/1997		
Netherlands	ISSUED	93201978.9	7/6/1993	582327	9/22/1999
Netherlands	ISSUED	97306509.7	8/26/1997	827696	3/24/2004
Singapore	ISSUED	9703024-1	8/23/1997	71720	1/28/2002
Spain	ISSUED	93201978.9	7/6/1993	2135444	9/22/1999
Spain	ISSUED	97306509.7	8/26/1997	827696	3/24/2004
Sweden	ISSUED	93201978.9	7/6/1993	582327	9/22/1999
Taiwan	ISSUED	86108367	6/16/1997	100506	1/21/1999
Thailand	PENDING	39251	8/25/1997		
United States	ISSUED	08/089071	7/7/1993	5359858	11/1/1994
United States	ISSUED	08/919050	8/27/1997	5948456	9/7/1999
United States	ISSUED	08/025954	6/15/1994	5394707	3/7/1995

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RECORDED: 11/09/2004

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