

06-30-2004



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FINANCE SECTION

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): FMC Technologies, Inc. <i>6-29-04</i>	2. Name and address of receiving party(ies): Oxbo International Corporation 7275 Batavia-Byron Road Byron, New York 14422 U.S.A.
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other:

Execution Date: December 16, 2003 and January 7, 2004

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) B. Patent No.(s)

4,793,128

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gregory A. Sebald Address: Merchant & Gould P.C. P.O. Box 2903 Minneapolis, MN 55402-0903	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725
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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.

<u>Gregory A. Sebald</u>		<u>June 25, 2004</u>
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 8

Do not detach this portion

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

06/30/2004 NBETACHE 00000010 4793128

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Mail Stop Assignment Recordation Services
Director - U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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PATENT TRADEMARK OFFICE

PATENT ASSIGNMENT AND LICENSE BACK AGREEMENT

THIS PATENT ASSIGNMENT AND LICENSE BACK AGREEMENT is entered into as of December 16, 2003 (this "Agreement") by and between FMC Technologies, Inc., a Delaware corporation headquartered at 200 E. Randolph Drive, Chicago, Illinois, 60601 ("FMC Technologies"), and Oxbo International Corporation, a Delaware corporation headquartered at 7275 Batavia-Byron Road, Byron, New York 14422 ("Oxbo").

RECITALS:

A. FMC Technologies and Oxbo have entered into a certain Asset Purchase Agreement, dated as of December 4, 2003 (the "Asset Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by FMC Technologies to Oxbo of all of FMC Technologies' right, title and interest in and to the patents listed in Schedule A attached hereto (the "Patents"), subject to certain pre-existing licenses and certain licenses back to FMC Technologies.

B. FMC Technologies hereby desires to transfer and assign to Oxbo, and Oxbo desires to acquire from FMC Technologies, the Patents and all registrations thereof, subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Patent Assignment. FMC Technologies hereby transfers, assigns and sets over unto Oxbo the following:

(a) FMC Technologies' entire right, title and interest in and to the Patents and to any and all inventions described and/or claimed or intended to be described and/or claimed in said patents and to any and all divisional, continuation, continuation-in-part, substitute or reissue applications for Letters Patent on said inventions now or hereafter filed in the United States or any other country, and in and to any and all Letters Patent which may be granted on said application or applications; and

(b) All claims, demands and rights of action, both statutory and based upon common law, that FMC Technologies has or might have by reason of any infringement of any Patent prior to, on or after the date of this Agreement.

2. Pre-existing License to California Tomato Machinery LLC. FMC Technologies' predecessor in interest, FMC Corporation, entered into a License Agreement, dated September 30, 1999, with California Tomato Machinery LLC (the "California Tomato License"), a copy of which is attached as Schedule B. Oxbo, as successor to FMC Technologies, hereby agrees to abide by the terms and conditions of the California Tomato License and recognizes that California Tomato Machinery LLC has certain exclusive license rights as defined

in the California Tomato License related to the following United States patents subject to this Agreement: 4,793,128; 4,927,440; 5,685,773; 5,813,910; and 5,908,352.

3. License Back to FMC Technologies. Oxbo grants to FMC Technologies a sole, irrevocable, royalty-free license, with the right to grant sublicenses, for Italian Patent No. EP08757015, issued December 12, 2001. Further, FMC Technologies has an exclusive, irrevocable, royalty-free license, with the right to grant sublicenses, for the Patents outside the United States in the tomato harvesting field.

4. Further Assurances. FMC Technologies agrees that it shall execute, acknowledge and deliver, from time to time after the date hereof, all acts, agreements, instruments, notices, documents and assurances as may be reasonably requested by Oxbo to further document and confirm the transfer and assignment of the Patents contemplated hereby.

5. Enforceability. If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

6. Amendment. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of FMC Technologies and Oxbo has caused this Agreement to be executed as of the date first written above.

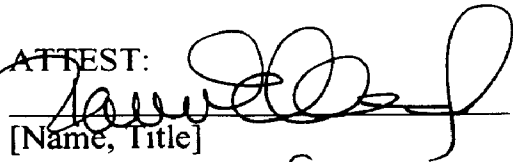
FMC Technologies, Inc.

By: 

Name: Kenneth B. Jones

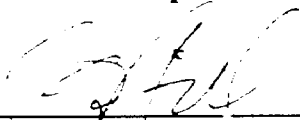
Title: Director Business Development

ATTEST:


[Name, Title]

DAWN E. GARR
Assistant General Counsel

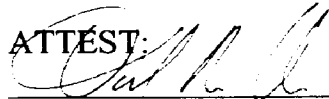
Oxbo International Corporation

By: 

Name: GARY C. STICH

Title: PRESIDENT

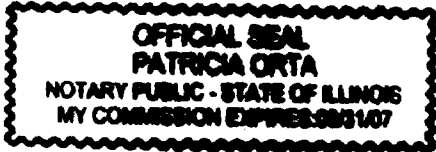
ATTEST:


[Name, Title] Associate, Harris Beach LLP

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS:

On this 16th day of DECEMBER, 2003 before me appeared KENNETH B. JONES the person who signed this instrument, who acknowledged that (s)he signed it on behalf of the identified corporation with authority to do so.

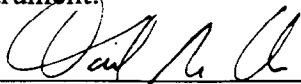


Patricia Orta
Notary Public

My commission expires:
AUGUST 31, 2007

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the 7th day of ^{January}~~December~~ in the year ²⁰⁰⁴~~2003~~, before me, the undersigned, personally appeared Gary C. Stich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

DAVID M. CLAR
Notary Public, State of New York
No. 0200101039
Qualified in Monroe County
Commission Expires August 10, 2006
3/16/06