

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

MELENDEZ, Eduardo  
STADING, Mats  
PETERSSON, Anders

Execution Date(s) Feb 28, 2005; Nov 11, 2004; Nov 11, 2004

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

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

Name: Chiquita Brands, Inc.

Internal Address: \_\_\_\_\_

Street Address: 250 East Fifth Street

City: Cincinnati

State: Ohio

Country: USA Zip: 45202

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

A. Patent Application No.(s)

10/980,529

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Steven J. Goldstein

Internal Address: \_\_\_\_\_

Street Address: 2200 PNC Center

201 East Fifth Street

City: Cincinnati

State: Ohio

Zip: 45202

Phone Number: (513) 651-6131

Fax Number: (513) 651-6981

Email Address: sgoldstein@fbtlaw.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

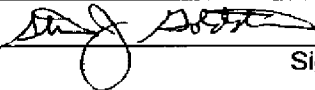
**8. Payment Information**

a. Credit Card Last 4 Numbers 9533  
Expiration Date 05/07

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

28 February 2005

Date

Steven J. Goldstein

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 10980529

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T-442 S.003/005 F-521

**ASSIGNMENT**

WHEREAS, WE, Eduardo Melendez a citizen of Honduras, at Rijnkaai #37, 2000 Antwerpen, Belgium; Mats Stading and Anders Pettersson, citizens of Sweden, at SIK, Box 5401, 40229 Göteborg, Sweden, (hereinafter referred to as "ASSIGNOR"), have invented a BANANA COATING FOR ENHANCED QUALITY ON STORAGE AND SHIPPING, for which we have executed an application for Letters Patent of the United States, which was filed on the 3rd day of November, 2004, Serial No. \_\_\_\_\_ (the hereinafter named Assignee being hereby authorized to insert said Serial Number and Filing Date when Ascertained); and

WHEREAS, Chiquita Brands, Inc., a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter referred to as "ASSIGNEE"), based on a research agreement with SIK, has the legal right to acquire the entire interest therein and is desirous of acquiring said entire interest:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all Patents of the United States which may be granted thereon and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs, which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY grant the firm of Frost Brown Todd LLC the power to insert in this Assignment any further identification or information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

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ASSIGNORS HEREBY covenant and agree that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

ASSIGNORS HEREBY further covenant and agree that they will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to them respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

Signed by:

Eduardo Melendez

Date:

Witnessed by:

Printed Name

Signature

12-11-04 09:11 Från-SIK

+91 833782

T-442 S.005/005 F-521

Signed by:

*Mats Stading*  
Mats Stading

Date: Nov 11, 2004

Witnessed by: Lars Hamberg  
Printed Name

*Lars Hamberg*  
Signature

Signed by:

*Anders Pettersson*  
Anders Pettersson

Date: Nov 11, 2004

Witnessed by: Lars Hamberg  
Printed Name

*Lars Hamberg*  
Signature

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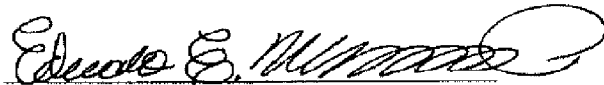
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ASSIGNORS HEREBY further covenant and agree that they will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to them respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

Signed by:



Eduardo Melendez

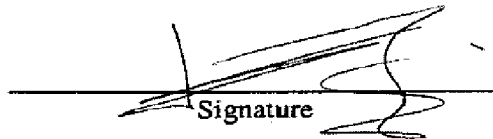
Date:

Feb 28/05

Witnessed by:

Eric Lawler

Printed Name

  
Signature

Signed by:

\_\_\_\_\_

Mats Stading

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature

Signed by:

\_\_\_\_\_

Anders Pettersson

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature

*EMG (03)*