

10-19-2004

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATION  
PATENT



102862273

To the Director of the U.S. Patent and Trademark Office:

of the documents or the new address(es) below.

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

MFM INDUSTRIES, INC.

Execution Date(s) 11/14/2003

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

2. Name and address of receiving party(ies)

Name: CEDAR FRESH PRODUCTS, INC.

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

Street Address: 4325 Old Mill Road

Suite 2C

City: Anderson

State: South Carolina

Country: \_\_\_\_\_ Zip: 29621

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):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,542,374

Additional numbers attached?  Yes  No

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

Name: Thomas W. Brooke, Esq.

Internal Address: Holland & Knight LLP

Suite 100

Street Address: 2099 Pennsylvania Ave., NW

City: Washington

State: D.C. Zip: 20006

Phone Number: 202 663 7271

Fax Number: 202 955 5564

Email Address: thomas\_brooke@hklaw.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 \_\_\_\_\_  
Expiration Date \_\_\_\_\_

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

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

9. Signature: Thomas W Brooke  
Signature

10-14-2004  
Date

Thomas W. Brooke

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

5

10/18/2004 DRYNE 00000111 5542374 Name of Person Signing

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

01 FC:8021

## PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT** (this "Assignment") effective as of November 14, 2003, by MFM INDUSTRIES, INC., a Delaware corporation (the "Assignor"), to and in favor of CEDAR FRESH PRODUCTS, INC., a Delaware corporation (the "Assignee").

### RECITALS:

**WHEREAS**, Assignor has adopted and is using the patent listed on Schedule I attached hereto (the "Patent");

**WHEREAS**, Assignor owns all right, title and interest in the Patent; and

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of November 14, 2003, by and between Assignor and Assignee, pursuant to which Assignor has agreed to transfer all right, title and interest in, to and under the Patent to Assignee everywhere in the world where Assignor owns rights therein.

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, subject to the terms and conditions contained in the Purchase Agreement, the parties hereto agree as follows:

1. Assignor hereby assigns, conveys and transfers unto Assignee, its successors and assigns, free and clear of all liens, claims, encumbrances, security interests, liabilities, obligations, charges and equities, the entire right, title and interest in, to and under the Patent, and in and to all inventions and improvements disclosed and described in the Patent, and to any reissue and other applications therefore, including all rights Assignor may have to sue for damages and other remedies in respect of any infringement of the Patent which may have occurred before the date of this assignment, and any and all registrations and applications for registration thereof that are or may be secured in the United States or in any other jurisdiction, foreign or domestic, and in and to the right to claim any applicable priority rights arising from or required for any related foreign applications under the terms of any applicable covenants, treaties, statutes, or regulations.

2. At any time and from time to time after the date hereof, upon the request of Assignee, Assignor agrees to execute, acknowledge and deliver any and all such further assurances, assignments, transfers, conveyances, powers of attorney, and other instruments and documents, and take such other actions deemed by Assignee, in good faith, to be necessary or appropriate to effectuate or document the assignments to Assignee set forth herein and Assignee's rights hereunder and ownership of the Patent.

3. Assignor hereby agrees to sign all lawful papers, execute all reissue and other applications, make all assignments and rightful oaths, be joined with Assignee as a nominal party

if necessary to satisfy any requirement of law in any proceeding in respect of infringement of the Patent occurring before the effective date of this assignment, and provide commercially reasonable assistance to aid Assignee, its successors, assigns, and nominees, to obtain and enforce proper protection for all of the inventions and improvements disclosed and described in the Patent in all countries throughout the world.

4. Assignor hereby irrevocably appoints Assignee and its successors and assigns as Assignor's attorney-in-fact, with full power of substitution in the name and stead of Assignor or Assignee, for the benefit of Assignee and its successors and assigns to, from time to time, do any and all such acts and things which Assignee may request Assignor to do in accordance with this Assignment. Assignor hereby declares that the appointment made and the powers granted hereby are coupled with an interest.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by an officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:

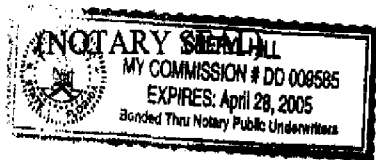
**MFM INDUSTRIES, INC.,**  
a Delaware corporation

By: *Michael Wilkinson*  
Michael W. Wilkinson  
President

STATE OF FL

COUNTY OF Marion

On the 14<sup>th</sup> day of November, 2003, before me personally came Michael W. Wilkinson, to me known, who, being by me duly sworn, did depose and say that he is the President of the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation



*Cheryl Hill*  
Notary Signature

Cheryl Hill  
Printed Notary Signature

Notary Public, State of FL  
Commission Number: DD009585  
My Commission Expires: 4/28/05

Schedule I to Patent Assignment  
dated as of November 14, 2003,  
made by MFM Industries, Inc.  
in favor of Cedar Fresh Acquisition Company

Patent

**United States Patent**

Patent Number: 5,542,374

ATLIB01 1613039.4

**RECORDED: 10/14/2004**

**PATENT**  
**REEL: 015886 FRAME: 0993**