

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Nicholas J. Tompkins</td> <td>07/13/2005</td> </tr> <tr> <td>Raymond Clarke</td> <td>07/13/2005</td> </tr> </tbody> </table>		Name	Execution Date	Nicholas J. Tompkins	07/13/2005	Raymond Clarke	07/13/2005		
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Nicholas J. Tompkins	07/13/2005								
Raymond Clarke	07/13/2005								
<b>RECEIVING PARTY DATA</b>									
<b>Name:</b>	Apio Inc.								
<b>Street Address:</b>	4575 W. Main St.								
<b>City:</b>	Guadalupe								
<b>State/Country:</b>	CALIFORNIA								
<b>Postal Code:</b>	93434								
<b>PROPERTY NUMBERS Total: 3</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>60539949</td> </tr> <tr> <td>PCT Number:</td> <td>US0442018</td> </tr> <tr> <td>Application Number:</td> <td>60540121</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	60539949	PCT Number:	US0442018	Application Number:	60540121
Property Type	Number								
Application Number:	60539949								
PCT Number:	US0442018								
Application Number:	60540121								
<b>CORRESPONDENCE DATA</b>									
<b>Fax Number:</b>	(626)795-6321								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
<b>Phone:</b>	626-796-4000								
<b>Email:</b>	deborahg@usip.com								
<b>Correspondent Name:</b>	Jeffrey G. Sheldon (Deborah Grafe)								
<b>Address Line 1:</b>	225 S. Lake Avenue, 9th Floor								
<b>Address Line 4:</b>	Pasadena, CALIFORNIA 91101								
<b>NAME OF SUBMITTER:</b>	Jeffrey G. Sheldon								

**CH \$120.00 60539949**

Total Attachments: 3  
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**500043360**

**PATENT  
 REEL: 016355 FRAME: 0671**



**ASSIGNMENT**

THIS ASSIGNMENT is between Apio Inc., a corporation organized and existing under the laws of the State of California, U.S.A. and having a place of business at 4575 W. Main St., Guadalupe, CA 93434, U.S.A. (hereinafter APIO), and Raymond Clarke, a citizen of the United States, of 1394 Marinovich Way, Los Altos, CA 94024, U.S.A. (hereinafter CLARKE) and Nicholas J. Tompkins, a citizen of the United States, of 193 Oak Grove Lane, Arroyo Grande, CA 93420, U.S.A. (hereinafter TOMPKINS).

**WHEREAS**

CLARKE and TOMPKINS have jointly made an invention or inventions relating to Packaging (hereinafter FIRST INVENTION) as described in United States patent application No. 60/540,121 filed January 28, 2004 (hereinafter FIRST US APPLICATION) and International patent application No. PCT/US2004/042018 filed December 13, 2004 (hereinafter PCT APPLICATION), and CLARKE has made an invention or inventions relating to Combinations of Atmosphere Control Members as described in United States Patent Application No. 60/539,949 filed January 28, 2004, and in PCT APPLICATION (hereinafter SECOND INVENTION) and APIO wishes to acquire, and CLARKE and TOMPKINS wish to assign to APIO, all right, title and interest in and to FIRST INVENTION and SECOND INVENTION;

each of CLARKE and TOMPKINS, at the time or times of making FIRST INVENTION, was under a duty to assign all of his right, title and interest in FIRST INVENTION and CLARKE, at the time or times of making SECOND INVENTION, was under a duty to assign all of his right, title and interest in SECOND INVENTION to APIO;

each of CLARKE and TOMPKINS assigned to APIO all of his right title and interest in FIRST INVENTION in an assignment dated December 13, 2004 (hereinafter FIRST ASSIGNMENT), and CLARKE assigned to APIO all of his right, title and interest in SECOND INVENTION in an assignment dated December 13, 2004 (hereinafter SECOND ASSIGNMENT); and

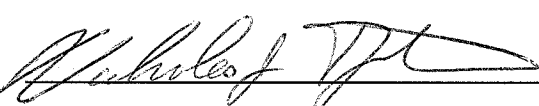
APIO, CLARKE and TOMPKINS wish to confirm the acquisition by APIO of the rights assigned to APIO by FIRST ASSIGNMENT and SECOND ASSIGNMENT, and APIO wishes to acquire, and CLARKE and TOMPKINS wish to assign to APIO, any rights not previously assigned to APIO in the exclusive right, title, and interest in FIRST INVENTION and SECOND INVENTION including all patents and other proprietary rights for FIRST INVENTION and SECOND INVENTION throughout the world.

APIO, CLARKE and TOMPKINS have agreed as follows.

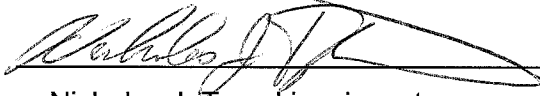
1. CLARKE and TOMPKINS do hereby assign to APIO, its successors and assigns, for good and valuable consideration, including the payment of \$1.00, receipt of which is hereby acknowledged, and APIO accepts, all right, title and interest in and to FIRST INVENTION and SECOND INVENTION, including, but not limited to, any and all Letters Patent, Utility Models and other Proprietary Rights for FIRST INVENTION and SECOND INVENTION throughout the world, any and all applications, including but not limited to, continuation, continuation-in-part, divisional and reissue applications, for Letters Patent, Utility Models and other Proprietary Rights throughout the world for FIRST INVENTION and SECOND INVENTION, all Priority Rights for FIRST INVENTION and SECOND INVENTION under International Conventions or otherwise throughout the world, and the right to file PCT APPLICATION.

2. Each of CLARKE and TOMPKINS covenants that he has the full right to convey the right, title and interest herein confirmed or assigned, and has not executed, and will not execute, any agreement in conflict herewith.

3. Each of CLARKE and TOMPKINS covenants that he will communicate to APIO any facts known to him concerning INVENTION, and will, at the expense of APIO, testify in any legal proceedings concerning FIRST INVENTION or SECOND INVENTION, sign any lawful paper, and generally do everything possible to assist APIO in obtaining and enforcing Letters Patent, Utility Models, and other Proprietary Rights for FIRST INVENTION and SECOND INVENTION throughout the world;

Date: 7/13/05 Signature   
Nicholas J. Tompkins, President, Apio Inc.

Date: Signature \_\_\_\_\_  
Raymond Clarke, inventor

Date: 7/13/05 Signature   
Nicholas J. Tompkins, inventor

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Date: \_\_\_\_\_ Signature \_\_\_\_\_  
Nicholas J. Tompkins, President, Apio Inc.

Date: July 13, 2005 Signature Raymond Clarke  
Raymond Clarke, inventor

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
Nicholas J. Tompkins, inventor