

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Fastcorp, LLC	10/12/2005
RECEIVING PARTY DATA	
Name:	Mr Munroe Chirnomas
Street Address:	47 Skyline Drive
City:	Morris Township
State/Country:	NEW JERSEY
Postal Code:	07960
Name:	Food Automation Systems Technologies, Inc.
Street Address:	60 East Hanover Ave. B-2
City:	Morris Plains
State/Country:	NEW JERSEY
Postal Code:	07950
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10402174
Patent Number:	5027698
Patent Number:	5240139
CORRESPONDENCE DATA	
Fax Number:	(973)455-7401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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CH \$120.00 10402174

PATENT

ATTORNEY DOCKET NUMBER:

LLC LICENSE BACK

NAME OF SUBMITTER:

Lawrence C. Edelman, Esq.

Total Attachments: 2

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MEMORANDUM OF LICENSE

This MEMORANDUM OF LICENSE ("Memorandum") is entered into as of this 11th day of January, 2006, by and among Munroe Chirnomas ("Chirnomas"), an individual resident of New Jersey, and Food Automation Systems Technologies, Inc., a New Jersey corporation ("F.A.S.T.CORP"), collectively as "Licensees", and Fastcorp, LLC, a Delaware limited liability company ("Licensor"), who have agreed as follows:

1. **License.** On October 12, 2005, Licensees sold, bargained, transferred, and conveyed to Licensor the patents and patent applications listed in Exhibit A (attached hereto) pursuant to the terms of a written assignment (the "Assignment"). Simultaneously with the execution and delivery of the said Assignment, Licensor, pursuant to the terms of a Patent License Agreement dated October 12, 2005 (the "License Agreement"), granted to Licensees, for the defined Term, the Exclusive right and license (subject to certain restrictions), to use, exploit, improve, develop, practice, sub-license (subject to certain limitations), and otherwise employ the rights in the patents and patent applications listed in Exhibit A (attached hereto) and all patents that issue from such patent applications, and any continuations, divisionals, reexaminations, or reissues (as such terms are defined in 37 C.F.R. et. seq.), (or foreign equivalents thereof), all of the above being subject to certain exclusions. The said grant is for the sole purpose of making or having made, manufacturing, developing, distributing, importing, marketing, selling, leasing, maintaining, repairing, designing, improving, using, handling, and operating certain equipment and products other than Frozen Vending Machines (as defined in the License Agreement). Licensor specifically reserved for itself all rights not granted to Licensees in the License Agreement.

2. **Term of License.** The License has a Term which lasts until the last date of protection for any of the patents licensed under the License Agreement.

3. **Consideration.** Licensor and Licensees acknowledge that they have received good, valuable and adequate consideration for the rights granted in the License Agreement.

4. **Memorandum of License.** This Memorandum is prepared solely for the purpose of recollection at the US Patent and Trademark Office and shall not alter or affect in any way the rights and obligations of the parties under the License Agreement or the terms contained therein.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first shown above.

FASTCORP LLC

MUNROE CHIRNOMAS

**FOOD AUTOMATION
SYSTEMS
TECHNOLOGIES, INC.**

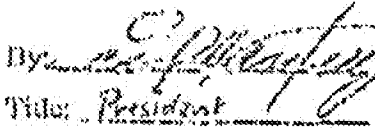
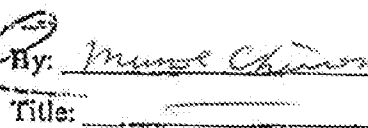
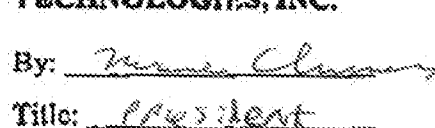
By:  By:  By: 
Title: President Title: _____ Title: President

EXHIBIT A

For attachment to
Memorandum of License
(FastCorp LLC Licensor)

Country	Patent/Application No.
United States	5,027,698
United States	5,240,139
United States/Reexam	5,240,139
PCT	PCT/US/93/08104
P/E	0714539
P/E Div. 1	00204728.0
P/E Div. 2	00204727.2
P/E Austria	E203347
P/E Belgium	E 10714539
P/E Switzerland	0714539
P/E Germany	69330468.5-08
P/E Denmark	0714539
P/E Spain	2158864
P/E France	0714539
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P/E Monaco	0714539
P/E Netherlands	0714539
P/E Portugal	0714539
P/E Sweden	0714539
P/E United Kingdom	0714539
PCT/ Australia	685400
PCT/ Brazil	PI 9307888-9
PCT/ Canada	2,169,086
PCT/ Japan	3372255
PCT/ S. Korea	0321219
United States	10/402,174