

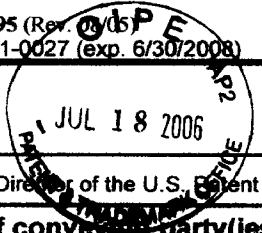
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Form PTO-1595 (Rev. 07/15/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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



103279005

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)
James O. Young

2. Name and address of receiving party(ies)
Name: First Fruits Farms LLC
Internal Address: PMB #134
C

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

3. Nature of conveyance/Execution Date(s):
Execution Date(s) July 13, 2006
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other

Street Address: 90 60 North Main Street
City: Ashland
State: Oregon
Country: USA Zip: [97520]
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):
A. Patent Application No.(s)
697850

This document is being filed together with a new application.
B. Patent No.(s)
6,474,521
Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: First Fruits Farms LLC
Internal Address: PMB #134
Street Address: 90 60 North Main Street
City: Ashland
State: Oregon Zip: [97520]
Phone Number: (270) 860-6633
Fax Number:
Email Address: Pauline @

6. Total number of applications and patents involved: 1 (one)
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40⁰⁰
 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: Pauline C. Allen
Signature
PAULINE C. ALLEN
Name of Person Signing

Date: 7/17/06
Total number of pages including cover sheet, attachments, and documents: 2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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07/20/2006 MAILING
10:00 AM
01 FEB 2007

AGREEMENT

This agreement is made by and between James YOUNG having an address of 8155 SR 130 South, Morganfield, KY 42437("YOUNG") and First Fruits Farms LLC ("LLC"), having an address C/O 60 North Main Street, PMB #134, Ashland, Oregon (97520).

WHEREAS, YOUNG, being the sole owner of U.S. Patent No. 6,474,521 (the "Patent") and "Tool Turn" Trademark registration # 2724974 wishes to assign all rights and intellectual property of the Patent and "Tool Turn" (Trademark) to the LLC.

WHEREAS, YOUNG wishes to maintain a working relationship with the LLC to further develop, promote and participate in the functions of the LLC regarding the Patent and Trademark and subsequent applications of the invention.

WHEREAS, YOUNG in the course of the working relationship, shall be compensated 25% of the profits which arise from the sale of mechanical devices or royalties associated with the Patent and Trademark. Profits shall be determined by the LLC and shall occur after expenses and obligations associated with business expenses related to the Patent and Trademark are paid. YOUNG may request proof through financial review of business expenses and revenues associated with the Patent, Trademark and its subsequent applications from the LLC.

WHEREAS, the LLC agrees that 25% of the profits from the sale of mechanical devices or royalties be given to Christian Organizations whose expressed purpose is to spread the Gospel of Jesus Christ.

WHEREAS, the LLC agrees to maintain ownership of the Patent and Trademark and may not transfer or assign ownership of the Patent or Trademark without written permission and/or a separate agreement with YOUNG, by giving him right of first refusal .

WHEREAS, the LLC reserves the right to withhold a maximum of 25% of the revenues associated with the Patent and Trademark for future development of markets and product development expenses relating to and emanating from the Patent and Trademark.

IN WITNESS WHEREOF the parties represent that they understand each of the terms and conditions hereof and that they have caused this Agreement to be duly executed by their authorization or authorized representative.

FIRST FRUITS FARMS LLC.

JAMES YOUNG

Pauline C. Allen
Signature of Officer

Date 7/13/06

James O. Young
Signature

Date 7-13-06

PAULINE C. ALLEN
Printed Name of Officer

JAMES O. YOUNG
Printed Name

Witness: Sharon Johnson

Witness: Jeremy Callen