

Form PTO-1595 (Rev. 07/05)  
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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)

American Grape Harvesters, Inc.

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

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 29, 2001

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

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

Name: FMC Technologies, Inc.

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

Street Address: 200 East Randolph Drive

City: Chicago

State: Illinois

Country: USA Zip: 60601

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

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

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

5,647,194

5,921,074

Additional numbers attached? ☐ Yes ☒ No

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

Name: James T. Sullivan

Internal Address: FMC Technologies, Inc.

Street Address: 1803 Gears Road

City: Houston

State: Texas Zip: 77067

Phone Number: 281-591-4382

Fax Number: 281-591-4422

Email Address: jamest.sullivan@fmccti.com

### 6. Total number of applications and patents involved: 2

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☒ 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 9287  
Expiration Date 08/07

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

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

### 9. Signature:

  
Signature

October 10, 2006  
Date

Jeffrey M. Davis

Name of Person Signing

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

8

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

700291136

PATENT  
REEL: 018375 FRAME: 0407

OP \$80.00 5647194

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### PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is entered into as of June 21, 2001 (this "Assignment") by and between American Grape Harvesters, Inc., a California corporation having a principal place of business at 5778 West Barstow Ave., Fresno, California (together with its successors and permitted assigns, "Assignor"), and FMC Technologies, Inc., a Delaware corporation having a principal place of business at 200 East Randolph Drive, Chicago, Illinois 60601 (together with its successors and permitted assigns, "Assignee").

### RECITALS:

A. The Parties have entered into an Assignment and License Back dated September 29, 1999 whereby Assignee assigned certain rights in U.S. Patent No. 5,647,194 for an "Elastomeric Closure Ring" and U.S. Patent No. 5,921,074 for a "Pivotless Mechanical Crop Harvester" (collectively the "Patents") to Assignor.

B. Assignor wishes to assign all of its right, title, and interest in and to the Patents and Assignee is desirous of acquiring Assignor's entire right, title and interest in and to the Patents.

NOW, THEREFORE, in consideration of the sum of Two Hundred Thousand Dollars (\$200,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Patent Assignment. Assignor hereby assigns and sets over unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the Patents; and

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Patent prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

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3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

5. No Third-Party Beneficiaries. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

6. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF).

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Use or Sale. Notwithstanding any other provision in this Agreement, Assignor shall have a right to use or sell any wedges covered by the Patents made or purchased by Assignor between September 29, 1999 and June 21, 2001.

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IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Patent Assignment to be executed as of the date first written above.

American Grape Harvesters, Inc.  
("Assignor")

By: Tom M. Thompson

Name: Tom M. Thompson

Title: President

ATTEST:

[Signature]  
[Name, Title]

Dwight H. Everett  
Perkins, Mena & Everett, P.C.  
Attorneys for American  
Grape Harvesters, Inc.

FMC Technologies, Inc.  
("Assignee")

By: Charles H. Cannon

Name: Charles H. Cannon

Title: Vice President

ATTEST:

Michael C. [Signature]  
[Name, Title]  
General Counsel

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STATE OF California )  
 )  
COUNTY OF Fresno ) SS:

On this 29th day of June, 2001 before me appeared Tom M. Thompson, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

Annette Richards  
Notary Public



My commission expires:

4/29/2002

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

On this 28th day of June, 2001 before me appeared Charles H. Cannon, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.



Patricia DRTA  
Notary Public

My commission expires:

August 31, 2003