

04-27-2007

DEPARTMENT OF COMMERCE
Patent and Trademark Office



103399879

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

address(es) below.

1. Name of conveying party(ies)

Prime Slice, LLC

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

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

Execution Date(s) April 13, 2007

- ☒ 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: River Point Farms, LLC

Internal Address: _____

Street Address: 500 Crescent Court, Suite 250

City: Dallas

State: TX

Country: USA Zip: 75201

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

10/406,909

B. Patent No.(s)

US 6,959,636 B2

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kyle C. Hooper

Internal Address: _____

Street Address: 500 North Akard Street, Suite 3500

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-774-1240

Fax Number: 214-774-1212

Email Address: khooper@lidjimorey.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:

Kyle C. Hooper
Signature

April 23, 2007

Date

Kyle C. Hooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

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

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "*Assignment*") is made and entered into effective as of April 13, 2007, by Prime Slice, LLC, an Oregon limited liability company ("*Assignor*"), in favor of River Point Farms, LLC, a Texas limited liability company ("*Assignee*"), pursuant to the Capital Contribution and Purchase Agreement, dated as of the date hereof, by and among Assignor, RPF Holdings, LLC, Assignee, Rivergate Farms, L.L.C., and Joseph M. Graziano (the "*Purchase Agreement*"). Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

WHEREAS, Assignor is the owner of the patents and/or patent applications listed on Exhibit A attached hereto and made a part hereof (collectively, the "*Patents*");

NOW THEREFORE, in consideration of the above premises, the covenants contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Transfer of Patents. Assignor hereby assigns to Assignee and its successors and assigns Assignor's entire right, title and interest, in and to the Patents and any and all divisions, continuations, substitutions or continuation-in-part applications and any and all patent and convention and treaty rights of all kinds in all countries of the world relating thereto and any and all patents which may issue thereon and all reissues and extensions thereof.

2. Recordation of Assignment. Assignor will cooperate with Assignee to record this Assignment with the appropriate government entities in all jurisdictions as may reasonably be requested by Assignee, including without limitation, the United States Patent and Trademark Office and the United Kingdom Patent Office. In addition, Assignor shall execute such other documents and perform such other acts as may reasonably be requested by Assignee to effect the terms of this Assignment.

3. Miscellaneous. This Assignment is executed and delivered in connection with the transactions contemplated by the Purchase Agreement, and the parties acknowledge that the terms of this Assignment will be interpreted and construed in accordance with the terms of the Purchase Agreement. The parties hereto agree that (a) this Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts to be performed wholly within such State, without reference to the conflicts of laws provisions, (b) the state and federal courts sitting in the State of Texas shall have the sole jurisdiction to hear and resolve any disputes arising hereunder and (c) the parties agree to waive objections to the personal jurisdiction of such courts in the State of Texas in the event of any dispute. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first above written.

ASSIGNOR:

PRIME SLICE, LLC

By: Joseph M. Graziano
Joseph M. Graziano, Managing Member

ASSIGNEE:

RIVER POINT FARMS, LLC

By: Drew Johnson
Drew Johnson, Vice Chairman & Secretary

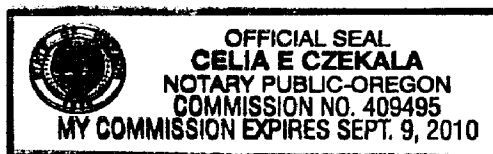
Signature Page – Patent Assignment

STATE OF Oregon)COUNTY OF Washington)

BEFORE ME, the undersigned, a Notary Public, on this the 16th day of April, 2007, personally appeared Joe Graziano personally known to me (or proven to me on the basis of satisfactory evidence) to be person who executed the foregoing instrument as the duly authorized managing member of Prime Slice, LLC., the company therein named, and acknowledged to me that the instrument was the free deed and act of said company for the purpose therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.

Celia E. Czeka
Notary Public

Sept. 9, 2010
My Commission Expires

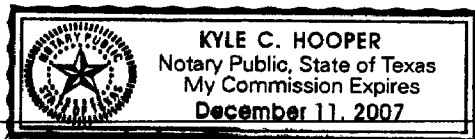


STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public, on this the 13th day of April, 2007, personally appeared Drew Johnson, personally known to me (or proven to me on the basis of satisfactory evidence) to be person who executed the foregoing instrument as the Vice Chairman and Secretary of River Point Farms, LLC, the company therein named, and acknowledged to me that the instrument was the free deed and act of said company for the purpose therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.

[Signature]
Notary Public



My Commission Expires

Exhibit A

1. **Patent Name:** Produce Slicer
 Jurisdiction: United States
 Patent Number: US 6,959,636 B2
 Inventor: Joseph M. Graziano
 Assignee: Prime Slice, LLC
 Application No.: 10/406,909
 Filing Date: April 2, 2003

2. **Patent Name:** Produce Slicer
 Jurisdiction: United Kingdom
 Patent Number: GB2415359
 Inventor: Joseph M. Graziano
 Proprietor: Prime Slice, LLC
 Application No.: 0520390.6
 Filing Date: March 26, 2004