

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT					
NATURE OF CONVEYANCE:	ASSIGNMENT					
CONVEYING PARTY DATA						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>California Tomato Machinery, LLC</td> <td>12/31/2002</td> </tr> </table>		Name	Execution Date	California Tomato Machinery, LLC	12/31/2002	
Name	Execution Date					
California Tomato Machinery, LLC	12/31/2002					
RECEIVING PARTY DATA						
Name:	Westside Equipment Co.					
Street Address:	P.O. Box 158					
Internal Address:	ATTN: John Perez					
City:	Crows Landing					
State/Country:	CALIFORNIA					
Postal Code:	95313					
PROPERTY NUMBERS Total: 1						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">Property Type</td> <td style="width: 70%; text-align: center;">Number</td> </tr> <tr> <td>Application Number:</td> <td>07879449</td> </tr> </table>		Property Type	Number	Application Number:	07879449	
Property Type	Number					
Application Number:	07879449					
CORRESPONDENCE DATA						
Fax Number: (559)435-1500 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 5594355500 Email: IPMAIL@kmulaw.com Correspondent Name: Marcus N. DiBuduo Address Line 1: 5260 N. Palm Ave., Ste. 221 Address Line 4: Fresno, CALIFORNIA 93704						
ATTORNEY DOCKET NUMBER:	2663.00.USU02					
NAME OF SUBMITTER:	Marcus N. DiBuduo					
Total Attachments: 8 source=07879499 doc#page1.tif source=07879499 doc#page2.tif source=07879499 doc#page3.tif						

CH \$40.00 07879449

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BILL OF TRANSFER

THIS BILL OF TRANSFER is made as of December 31, 2002, by CALIFORNIA TOMATO MACHINERY LLC, a California limited liability company ("Transferor"), and DANIEL J. PEREZ, as to an undivided 16 2/3% interest; JOHN A. PEREZ, as to an undivided 16 2/3% interest; MARK T. PEREZ, as to an undivided 16 2/3% interest; MICHAEL J. PEREZ, Trustee of the MICHAEL J. PEREZ LIVING TRUST, as to an undivided 16 2/3% interest; RAMON L. PEREZ, as to an undivided 16 2/3% interest; and DANIEL L. RODRICK, as to an undivided 16 2/3% interest (collectively, "Transferee").

Transferor hereby transfers, assigns and delivers to Transferee, all of Transferor's right, title and interest in and to all property that Transferor owns as of the date hereof, which property is generally described as of October 31, 2002 under the heading "Assets" in Transferor's balance sheet attached hereto as Exhibit A, together with all products and proceeds of such listed property, and all replacements and substitutions therefor (the "Assets").

Transferor warrants that it is lawfully possessed of good title to the Assets, and that it has the legal right and authority to transfer the Assets.

The Assets are transferred subject to all liens and encumbrances, and "AS IS" and without any representations or warranties, whether express or implied, as to condition, merchantability or fitness for a particular purpose, all of which are hereby disclaimed by Transferor.

Transferee hereby accepts the assignment of the Assets, and assumes any and all of Transferor's duties, obligations and liabilities in any way relating to the Assets, including without limitation those described in Transferor's October 31, 2002 balance sheet attached hereto as Exhibit A.

This Bill of Transfer shall be binding upon and inure to the benefit of Transferor and Transferee and their respective successors and assigns.

This Bill of Transfer may be executed in any number of counterparts and any party may execute any counterpart, each of which when executed and delivered shall be deemed to be an original and all of which, taken together, shall be deemed to be but one and the same instrument. Facsimile signatures shall be effective as though they were originals.

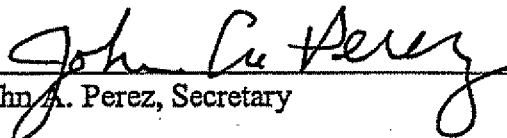
IN WITNESS WHEREOF, Transferor and Transferee have executed this Bill of Transfer as of the date first set forth above.

"Transferor"

CALIFORNIA TOMATO MACHINERY LLC, a
California limited liability company

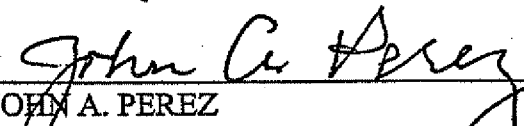
By: Westside Equipment Co., a California
corporation, Manager

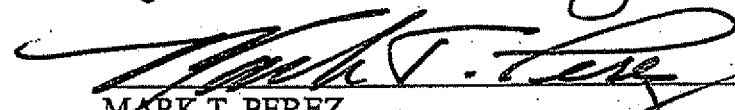
By: 
Daniel L. Rodrick, President

By: 
John A. Perez, Secretary

"Transferee"


DANIEL J. PEREZ


JOHN A. PEREZ


MARK T. PEREZ


MICHAEL J. PEREZ, Trustee of the MICHAEL J.
PEREZ LIVING TRUST


RAMON L. PEREZ



DANIEL L. RODRICK

EXHIBIT A

The Balance Sheet

[Attached]

EXHIBIT A

TO

BILL OF TRANSFER

CALIFORNIA TOMATO MACHINE, LLC

Balance Sheet

As of October 31, 2002

	<u>10/31/2002</u>	<u>10/31/2001</u>	<u>Variance PY</u>
ASSETS			
CURRENT ASSETS			
Cash			
Inventory			
Accounts Receivable - Trade			
Accounts Receivable - WSE			
Prepaid expenses			
Security Deposit			
Total current assets			
PROPERTY, PLANT AND EQUIPMENT, at cost			
Less accumulated depreciation			
OTHER ASSETS			
Patent and design rights			
Covenant not to compete			
Goodwill and customer information			
Organization costs			
Less accumulated amortization			
LIABILITIES AND MEMBERS' EQUITY			
CURRENT LIABILITIES			
Notes payable - Union Bank - Operating line of credit			
Accounts payable - trade			
Accrued liabilities			
Customer deposits			
Interest payable			
Income Tax Payable			
Advances due to affiliates-WSE			
Current portion of long-term debt			
Total current liabilities			
LONG-TERM DEBT			
Notes payable - Union Bank			
Total liabilities			
MEMBER'S EQUITY			
Members' contribution			
Members' distribution			
Prior retained earnings			
Current retained earnings			
Total equity			
Working Capital ¹			
Debt to Tangible Net Worth			
Debt Percentage			
Equity Percentage			

BILL OF TRANSFER

THIS BILL OF TRANSFER is made as of December 31, 2002, by DANIEL J. PEREZ, as to an undivided 16 2/3% interest, being all of his interest; JOHN A. PEREZ, as to an undivided 16 2/3% interest, being all of his interest; MARK T. PEREZ, as to an undivided 16 2/3% interest, being all of his interest; MICHAEL J. PEREZ, Trustee of the MICHAEL J. PEREZ LIVING TRUST, as to an undivided 16 2/3% interest, being all of his interest; ✓ RAMON L. PEREZ, as to an undivided 16 2/3% interest, being all of his interest; and ✓ DANIEL L. RODRICK, as to an undivided 16 2/3% interest, being all of his interest (collectively, "Transferor"), and WESTSIDE EQUIPMENT CO., a California corporation ("Transferee").

Transferor hereby transfers, assigns and delivers to Transferee, all of Transferor's right, title and interest in and to all property that Transferor acquired from California Tomato Machinery LLC, a California limited liability company ("CTM"), as of the date hereof, which property is generally described as of October 31, 2002 under the heading "Assets" in CTM's October 31, 2002 balance sheet attached hereto as Exhibit A, together with all products and proceeds of such listed property, and all replacements and substitutions therefor (the "Assets").

Transferor warrants that it is lawfully possessed of good title to the Assets, and that it has the legal right and authority to transfer the Assets.

The Assets are transferred subject to all liens and encumbrances, and "AS IS" and without any representations or warranties, whether express or implied, as to condition, merchantability or fitness for a particular purpose, all of which are hereby disclaimed by Transferor.

Transferee hereby accepts the assignment of the Assets, and assumes any and all of Transferor's duties, obligations and liabilities in any way relating to the Assets, including without limitation those described in CTM's October 31, 2002 balance sheet attached hereto as Exhibit A.

This Bill of Transfer shall be binding upon and inure to the benefit of Transferor and Transferee and their respective successors and assigns.

This Bill of Transfer may be executed in any number of counterparts and any party may execute any counterpart, each of which when executed and delivered shall be deemed to be an original and all of which, taken together, shall be deemed to be but one and the same instrument. Facsimile signatures shall be effective as though they were originals.

IN WITNESS WHEREOF, Transferor and Transferee have executed this Bill of Transfer as of the date first set forth above.

"Transferor"



DANIEL J. PEREZ



JOHN A. PEREZ



MARK T. PEREZ



MICHAEL J. PEREZ, Trustee of the MICHAEL J. PEREZ LIVING TRUST



RAMON L. PEREZ



DANIEL L. RODRICK

"Transferee"

WESTSIDE EQUIPMENT CO., a California corporation

By 

Daniel L. Rodrick, President

By 

John A. Perez, Secretary

EXHIBIT A

The Balance Sheet

[Attached]

EXHIBIT A
TO
BILL OF TRANSFER

CALIFORNIA TOMATO MACHINE, LLC

Balance Sheet
As of October 31, 2002

ASSETS

CURRENT ASSETS

Cash
Inventory
Accounts Receivable - Trade
Accounts Receivable - WSE
Prepaid expenses
Security Deposit
Total current assets

PROPERTY, PLANT AND EQUIPMENT, at cost
Less accumulated depreciation

OTHER ASSETS

Patent and design rights
Covenant not to compete
Goodwill and customer information
Organization costs
Less accumulated amortization

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES

Notes payable - Union Bank - Operating line of credit
Accounts payable - trade
Accrued liabilities
Customer deposits
Interest payable
Income Tax Payable
Advances due to affiliates-WSE
Current portion of long-term debt
Total current liabilities

LONG-TERM DEBT

Notes payable - Union Bank

Total liabilities

MEMBER'S EQUITY

Members' contribution
Members' distribution
Prior retained earnings
Current retained earnings
Total equity

Working Capital¹
Debt to Tangible Net Worth
Debt Percentage
Equity Percentage

RECORDED: 12/04/2008

PATENT
REEL: 021927 FRAME: 0977