

Commissioner of Patents & Trademarks

BOX ASSIGNMENTS

Washington, D.C. 20231

Form PTO-1506

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

PATENTS ONLY

U.S. PATENT AND TRADEMARK OFFICE

To the honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof:

1. Name of Conveying Party(ies):

Food Talk, Inc.

2. Name and Address of Receiving Party(ies):

Name: Smart Pouch, LLC

Street Address: 26 East Center Street

Street Address:

City: Fayetteville

State/Country: Arkansas

Postal Code: 72701

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

3. Nature of Conveyance:

☒ Assignment☐ Change of Name☐ Security Agreement☐ Other:☐ Merger

Execution Date: December 16, 2009

4. Application Number(s) or Patent Number(s):

☐ Assignment is being filed together with new application and the first execution date of application is :☐ Application has been filed already and the application filing date is:

A. Patent Application Number(s):

B. Issued Patent Number(s):

6,896,919

6,488,973

D391,737

D431,342

7,015,442

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136 -or-

JACOBSON HOLMAN PLLC

400 Seventh Street, N.W.

Washington, D.C. 20004-2218

Tel. 202-638-6666

Attorney Docket Number:

10005/M-9923

6. Total number of applications and patents involved: 5

7. Total Fee (37 CFR 3.41): \$ 200.00

☒ Enclosed☒ Any deficiencies in enclosed fees are authorized to be charged to Deposit Account No. 06-1358.

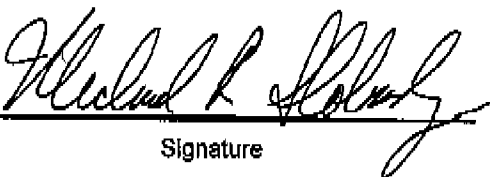
DO NOT USE THIS SPACE

8. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael R. Slobasky

26,421



December 23, 2009

Name of Person Signing, Reg. No.

Signature

Date

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

6

JCH 103-2/02

700425810

PATENT
REEL: 023699 FRAME: 0435

OP \$200.00 6896919

INTELLECTUAL PROPERTY TECHNOLOGY ASSIGNMENT

WHEREAS, Food Talk, Inc., a corporation organized and existing under the laws of Arkansas, having its principal place of business at 506 Enterprise Drive #300, Lowell, Arkansas 72745 (hereinafter "Assignor"), is the owner of various intellectual property (IP) rights directed to food-science technology including the entire right, title and interest in and to the U.S. and foreign patents and applications set forth on Exhibit A attached hereto and the inventions thereof and all related know-how, trade secrets, and technical information (collectively, the "IP Technology Rights");

WHEREAS, Smart Pouch, LLC, an Arkansas limited liability company, having an address at 26 East Center Street, Fayetteville, AR 72701 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to the said IP Technology Rights, and in and to the present patents and patents that may subsequently issue, and Assignor is desirous of assigning its entire right, title and interest in and to the said IP Technology Rights;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell and assign to Assignee, its successors and assigns, the entire right, title and interest in and to the said IP Technology Rights, including the patents/patent applications set forth on Exhibit A and each of them and all patents granted and to be granted therefor, and all divisions, reissues, substitutions, reexaminations, continuations and extensions thereof; and Assignors hereby authorize and request the United States Patent and Trademark Office and foreign patent offices to issue all patents resulting therefrom to said Assignee.

Assignors, hereby sell and assign to Assignee all past, present, and future claims and causes of action for patent infringement, including the right to sue for and collect and recover all damages, fees, and costs for any and all past, present, and future infringement.

Assignor's assignment herein includes assignment of all foreign patent rights within the IP Technology Rights, in all patent-granting countries of the world, including the right to file applications and obtain patents for said invention in its own name in said countries, including all rights of priority under the terms of the International Convention for the Protection of Industrial Property, and further agrees at Assignee's expense to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights.

Assignor hereby covenants and agrees that, at the time of execution and delivery of this instrument, it is the lawful owner of the complete right, title and interest in and to each of said Letters Patent(s), and the inventions thereof, and its interest is unencumbered and that it has good and full right and lawful authority to sell and convey its interest in the manner set forth herein.

Assignor hereby further agrees at the request and expense of Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, reexamination and substitute applications, make all lawful oaths, and generally do everything possible to aid Assignee, its successors, assigns and representatives to obtain and enforce proper patent protection for said invention in all countries.

Assignor hereby assigns to Assignee it's entire right, title and interest in and to the License Agreement effective January 1, 2008 between Assignor and Graphic Packaging International, Inc., a Delaware corporation ("GPI"), including all claims and causes of actions that Assignor has or may have against GPI. This assignment will be effective as of the effective date of

this IP Technology Assignment. Assignee and Assignor will jointly advise GPI of the IP License Agreement assignment in writing.

IN WITNESS WHEREOF, we have hereunto set my hands and seals this 16th day of December, 2009.

FOOD TALK, INC.

Leah Kay Wright
 Name: Leah Kay Wright
 Title: President

State of Arkansas)
 County of Washington)

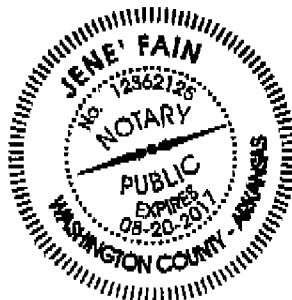
On December 16th, 2009, before me, Leah Kay Wright Sterling Tucker, Jr. personally appeared, and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC SEAL

ACCEPTED:

SMART POUCH, LLC.



Jene Fain
 Notary Public

BY: Sterling T. Tucker, Jr.
 NAME: STERLING TUCKER
 TITLE: MANAGING PARTNER

EXHIBIT A

| COOKING POUCH CONTAINING A RAW PROTEIN PORTION, A RAW OR BLANCHED VEGETABLE PORTION AND A SAUCE AND METHOD OF MAKING | | | |
|---|------------------------|-------------------|--------------|
| Country | Application/Patent No. | Filing/Issue Date | JH Reference |
| U.S.A. | 6,896,919 | May 24, 2005 | P63075US2 |
| Canada | 2,275,501 | April 10, 2007 | P63075CA0 |
| | | | |
| METHOD OF MAKING A COOKING POUCH CONTAINING A RAW PROTEIN PORTION, A RAW OR BLANCHED VEGETABLE PORTION AND A SAUCE | | | |
| Country | Application/Patent No. | Filing/Issue Date | JH Reference |
| U.S.A. | 6,488,973 | December 3, 2002 | P63075US1 |
| | | | |
| TWISTED MEAT FILLED DOUGH PRODUCT | | | |
| Country | Application/Patent No. | Filing/Issue Date | JH Reference |
| U.S.A. | D391,737 | March 10, 1998 | P60279US0 |
| | | | |
| MULTI-LAYER UNCOOKED DOUGH PRODUCT | | | |
| Country | Application/Patent No. | Filing/Issue Date | JH Reference |
| U.S.A. | D431,342 | October 3, 2000 | P64410US0 |
| | | | |
| FLEXIBLE MICROWAVE COOKING POUCH CONTAINING A RAW FROZEN PROTEIN PORTION AND METHOD OF MAKING | | | |
| Country | Application/Patent No. | Filing/Issue Date | JH Reference |
| U.S.A. | 7,015,442 | March 21, 2006 | P69353US1 |
| Canada | 2,551,814 | June 27, 2006 | P69353CA0 |
| Germany | 602002011246.4-08 | June 23, 2006 | P69353DE0 |
| European Patent Convention | 1,701,897 | November 26, 2008 | P69353EP0 |
| France | 1,701,897 | November 26, 2008 | P69353FR0 |
| Great Britain | 1,701,897 | November 26, 2008 | P69353GB0 |

PATENT

RECORDED: 12/23/2009

REEL: 023699 FRAME: 0439