

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Quality Food Control, Inc.	05/16/2007
RECEIVING PARTY DATA	
Name:	FMC FoodTech
Street Address:	1622 First Street
City:	Sandusky
State/Country:	OHIO
Postal Code:	44870
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11998111
CORRESPONDENCE DATA	
Fax Number:	(206)224-0779
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(206)682-8100
Email:	efiling@cojk.com
Correspondent Name:	Emily C. Peyser, Esq.
Address Line 1:	Christensen O'Connor Johnson Kindness
Address Line 2:	1420 Fifth Avenue, Suite 2800
Address Line 4:	Seattle, WASHINGTON 98101-2347
ATTORNEY DOCKET NUMBER:	FSTEIN-1-33073
NAME OF SUBMITTER:	Emily C. Peyser
Total Attachments: 15 source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page1.tif source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page2.tif source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page3.tif source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page4.tif	

OP \$40.00 11998111

501123486

**PATENT
 REEL: 024102 FRAME: 0682**

source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page5.tif
source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page6.tif
source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page7.tif
source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page8.tif
source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page9.tif
source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page10.tif
source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page11.tif
source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page12.tif
source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page13.tif
source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page14.tif
source=33073_Assignment_Quality_Food_to_FMC_FoodTech#page15.tif

Assignment of Patent and Purchase Agreement

THIS AGREEMENT made as of May 16, 2007 between **Quality Food Control, Inc.** (the "Assignor") of 445 S. Ingram Mill Rd., Springfield, MO 65802 of and **FMC FoodTech** (the "Assignee") of 1622 First Street, Sandusky, Ohio 44870.

WHEREAS:

- (A) Assignor is the inventor of the Provisional Patent #60/861,758 Docket #452326 in the area of homestyle breeding applicators which is more particularly described in Schedule "A" hereto (the "Provisional Patent"); and
- (B) Assignor has agreed to assign to Assignee his entire interest in the Provisional Patent;

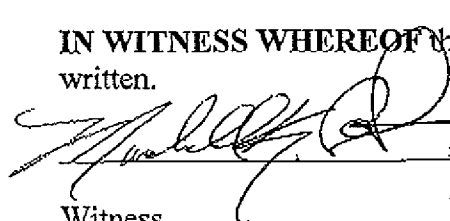
NOW THEREFORE IN CONSIDERATION OF the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Assignor hereby assigns to the Assignee or its nominee all of his or her rights, title and interest in and to the Provisional Patent and all rights, privileges, royalties and other interests therein. The Assignor authorizes and requests the Director of the U.S. Patent and Trademark Office to issue said United States Provisional Patent to said Assignee. As such the entire rights, title and interest in and to the same will be for Assignee's sole use and benefit as fully and entirely as if the same would have been held by the Assignor had this assignment and sale not been made.
2. Assignor hereby agrees to comply with the Non-Compete Agreement attached hereto as "Schedule B".
3. As consideration for the assignment of the Provisional Patent to the Assignee and the execution of the Non-Compete Agreement, the Assignee will pay to the Assignor and Dennis Brady the sum of \$300,000.00, which shall be paid by cash or bank draft concurrently with the execution of this Agreement as follows:
 - \$235,000 to be paid to **Quality Food Control, Inc.** and
 - \$65,000 to be paid to **Dennis Brady.**
4. Additionally, as consideration for the **Quality Food Control, Inc.** assets listed in "Schedule C" **FMC FoodTech** will pay to **Quality Food Control, Inc.** the sum of \$45,500.00. The assets are purchased by **FMC FoodTech** crated but not shipped. The Assignor agrees to do, execute and perform such other acts, documents and things as the Assignee may reasonably request in order to give full force and effect to the true meaning and intent of this Assignment, including but not limited to executing such documents as may be necessary or desirable to register, record, perfect or file the assignment of the Patent with public offices and governmental authorities.

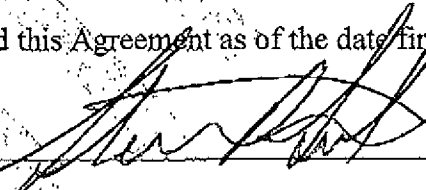


5. Assignor declares that none of the trade secrets necessary in the development of the Five Star Breader technology were misappropriated in any way. Furthermore, any finding by a government judicial body or by admission of any party signature to this agreement that the technology was misappropriated constitutes a breach of this agreement. The Assignee has full right to pursue all legal recourse in such event to reclaim sums paid under the terms of this agreement as well as all costs and damages related to or arising out of the breach or misappropriation.
6. This Assignment shall be governed by and construed in accordance with the laws of Springfield, MO.
7. This Assignment constitutes the entire agreement between the Assignor and the Assignee relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. No amendment to this Assignment shall be binding upon the parties unless it is in writing and executed by both parties.
8. This Assignment will enure to the benefit of and be binding upon the heirs, executors, successors, and assignees of the Assignee.
9. All terms of this Agreement are private and confidential and cannot be disclosed to a third party without consent of all parties signature to this Agreement.


IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.



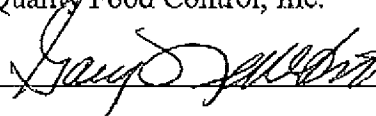
 Witness



 Steve Smith, General Manager, FMC FoodTech



 Quentin Pendergrass, Vice-President,
 Quality Food Control, Inc.

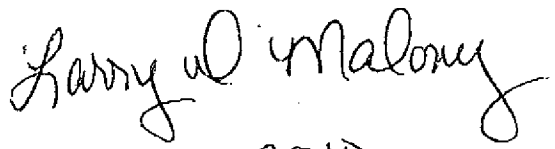
Dennis Brady, President,
 Quality Food Control, Inc.


Jeff Newkirk, Vice-President of Marketing
 Quality Food Control, Inc.

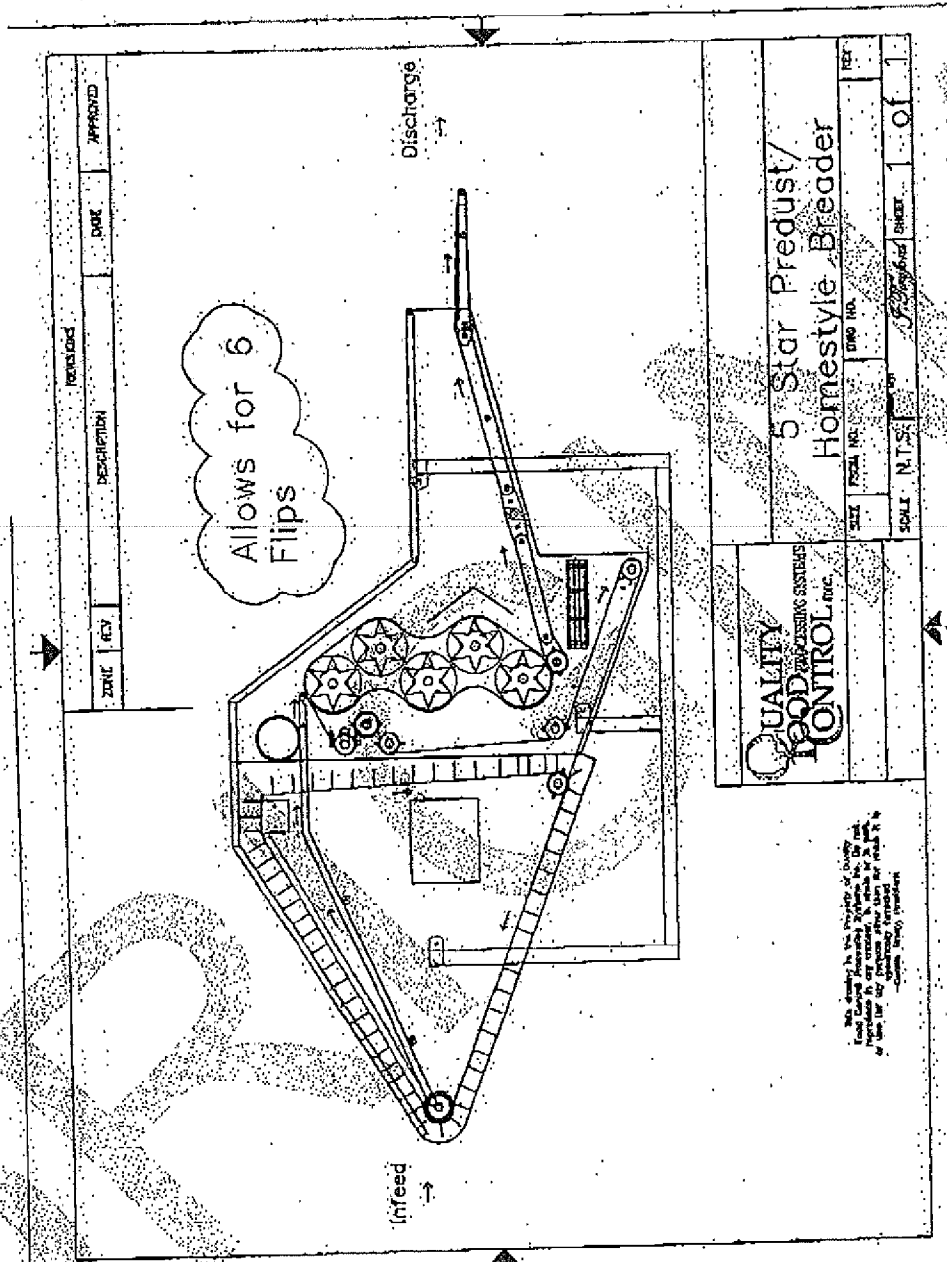
Gary Newkirk, Vice-President of R&D
 Quality Food Control, Inc.

Jeff Newkirk, Vice-President of Marketing and Gary Newkirk, Vice-President above sign on behalf of remaining un-named stockholders by unanimous consent.




 1-17-2010

Schedule "A" Description of Patent



Allows for 6 Flips

INVENTOR	DATE	APPROVED
DESCRIPTION		
DATE	REV.	
<p>QUALITY FOOD PROCESSING SYSTEMS CONTROL, INC.</p> <p>5 Star Predust/ Homestyle Breader</p>		
FIG. NO.	DWG. NO.	REV.
SCALE	N.T.S.	SHEET 1 OF 1

THIS DRAWING IS THE PROPERTY OF QUALITY FOOD PROCESSING SYSTEMS CONTROL, INC. IT IS TO BE KEPT IN CONFIDENCE AND NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF QUALITY FOOD PROCESSING SYSTEMS CONTROL, INC.

PATENT

HOME-STYLE BREADING MACHINE BACKGROUND OF THE INVENTION:

[0001] The present invention relates to breading machines for applying a breading substance coating to the outer surface of a food stuff. More particularly, the invention relates to a breading machine which distributes breading material evenly to the entire outer surface of the food stuff by tumbling the food stuff as it is passed through multiple rollers, each roller having multiple concavities for holding breading materials and wherein the process substantially simulating hand breading processes.

[0002] Breading machines are well known in the commercial food preparation industry. Typical breading machines can be divided into two categories. First are the drum or roller machines. These machines operate by placing the food stuff to be breaded within the inner chamber of the drum or roller and adding breading material. As the food stuff and breading material are tumbled together within the rotary drum, the breading adheres to the outer surface of the food stuff. This often necessitates applying a liquid or batter to the outer surface of the food stuff prior to placing it in the rotary drum to facilitate adhesion of the breading material.

[0003] Rotary drums are also used to dislodge excess breading material which may be applied by different means.

[0004] The second general type of breading machines can be classified as line assembly breaders. These machines use multiple moving belts or grates. Typically, the food stuff to be breaded is placed on the conveyor belt or grate and breading material is poured or dumped onto the surface of the food stuff as it moves along the line. Often, the food stuff is dropped from one conveyor to another, sometimes hitting bars or other assemblies to flip the food stuff so that breading can be applied to all sides of the product. The assembly or conveyor type breading machines can be highly efficient in that they allow a single worker to bread large volumes of food stuff in a short period of time.

[0005] Early conveyor breading machines generally included a single conveyor belt onto which breading material was placed, either by hand or by mechanical means, such as gravity spill or conveyance by auger. Once the breading material was on the surface of the conveyor, the food stuff to be breaded was placed on top of the breading material by a worker. Additional breading material would then be dumped on top of the food stuff as it moved along the conveyor line. A second worker would then remove the food stuff for packaging.

[0006] These machines generally result in breaded product which is inferior to products breaded by hand. Hand breading often entails a worker rolling the food stuff in a bowl of breading material or shaking food stuff in custom baskets full of breading materials.

[0007] Advances have been made within the industry to the conveyor breading machines in efforts to replicate the quality and consistency of hand breaded food products.

[0008] Prior machines have attempted to replicate the hand breading process by flipping the food stuffs from one conveyor to another which, in theory, allows all of the sides of the food product to be exposed to breading materials. One such example of this type of machine is U.S. Patent No. 5,238,493 to Miller. The Miller device as well as other devices which allow the food product to drop from one conveyor belt onto another, increase the likelihood of damage to the food stuff itself. Often, as the food drops from one belt to another it breaks apart or it is otherwise damaged. Further, as the product drops from one conveyor belt to the next conveyor belt much of the breading material is actually dislodged from the surface of the food product. While multiple flipping conveyor belts are efficient in exposing all sides of the food stuff to the breading material, it is difficult to achieve a consistent uniform coating of thick breading, as desired for "home style" coating.

[0009] One effort to address this drawback is U.S. Patent No. 5,728,216 to London. The London patent recognizes the inherent benefit of tumbling a product in a volume of breading material rather than flipping the product along multiple conveyor lines. The conveyor creates a plurality of "tumble chambers" into which food products are conveyed throughout a line process. As the food stuff is placed into a tumble chamber, it is allowed to tumble in a volume of breading material until all outer surface areas of the food stuff is coated.

[0010] The London device, however, is relatively complex in that food materials are placed on a belt which periodically is allowed to slacken to form the tumble chambers. Once the tumbling process is completed, the conveyor belt is pulled taut by rollers which then allow the food stuff to move along the assembly line. The repetitive slackening and tightening of the conveyor belt subjects the system to rapid wear and continued maintenance. This problem is heighten by the fact that the breading material used in these machines causes rapid wear of belts, rollers and gear assemblies. Moreover, the breading material sticks to virtually all parts of a breading machine which, due to health standards, must be continually cleaned.

[0011] Accordingly, what is needed is a breading machine which is efficient, allows food stuff to be uniformly and consistently coated with breading material and which is easy to use, easy to repair and maintain, and easy to clean. The instant invention addresses each of these stated needs.

SUMMARY OF THE INVENTION

[0012] The difficulty with breading machines heretofore is that they typically are either highly efficient and move substantial volumes of product in a short period of time or they uniformly and consistently apply breading material to the food product. Generally, the machines cannot do both because breading quality and consistency is sacrificed for production speed. The

instant invention achieves both of these goals by subjecting the surfaces of the food stiff to a curtain of breading material and then gently turning or tumbling the food stuff in a "charge" or volume of breading material.

[0013] This is achieved by passing the food stuff through a plurality of offset rollers, each roller having a plurality of concavities on the surface thereof. The concavities or cups on the surface of each roller hold both breading material and the food product. As the rollers move, the quantity of breading material and the food stuff is gently turned or tumbled into a concavity on an adjacent roller. This action replicates the gentle tumbling of a food product from one container of breading material to a second container of breading material as is often associated and common in hand breading. Because this process is automated, it is quite efficient and can process substantial volumes of food in a short period of time. The gentle rotational action of the plurality of rollers substantially decreases damage to the food product while repeatedly exposing all sides of the product to the breading material which results in uniform and consistent breading of the products.

[0014] In addition to effectively breading food products, the triple-tumbling rotary system can easily be removed from the machine as a unit thereby facilitating removal for cleaning, repair or replacement. This substantially decreases down time for the machine.

[0015] One person operation of rotary drums can be changed to control application of breading materials.

[0016] Additional aspects and objects of the invention will be apparent in connection with the discussion of the preferred embodiment as set forth herein.

BRIEF DESCRIPTION OF THE DRAWINGS

[0017] Figure 1 is a plan view of an embodiment of the breading machine.

[0018] Figure 2 is a plan view of a second embodiment of the breading machine.

DETAILED DESCRIPTION OF THE INVENTION

[0019] Referring generally to Figure 1, the breading machine of the instant invention is described in detail. The breading machine includes a frame assembly with a preferably encapsulated in sheets of stainless steel, or other suitable metal to separate the area where the food is breaded, the "clean area", from the outer area where the various power assemblies which drive

the apparatus are located. A main conveyor belt is provided and actuated by suitable rotational mechanism such as rollers, gears or the like. Generally, a layer of breading material is applied to the upper most surface of the primary conveyor belt whereupon it is transported along the assembly line process. The food product to be breaded is laid on top of the layer of breading material by a worker. It is understood, however, that an infeed conveyor common in the industry can be used to convey the food stuff to the breading machine automatically. Breading material is uniformly distributed across the primary conveyor belt. As the food moves along the assembly on the layer of breading material, it passes under a hopper which distributes breading material across the upper most surface of the food stuff. Breading material is conveyed into the upper hopper by a second conveyor belt assembly which moves breading from a storage area. The hopper has a volume gate which allows the amount of breading material to be distributed to be controlled by the operator. The breading material is sprinkled onto the food product as it moves along the assembly. In some applications, the hopper may be shaken to facilitate disbursement. Hopper may have a separate blade assembly which evenly distributes breading from the second conveyor along the length of the hopper.

[0020] The food product is then conveyed to a plurality of stacked tumblers. The tumblers comprise rotary drums which are unique to this invention. Each rotary drum has a plurality of concavities or cups along its outer surface. It is preferred that each rotary drum is provided with between four and eight concavities uniformly dispersed about its circumference. Each concavity or cup is a predetermined depth which will hold a specific quantity of breading material and food stuff. While any number of rotary drums can be utilized, it is preferred to use three stacked rotary drums. Each rotary drum is slightly offset and counter-rotational to each adjacent rotary drum, in other words, working from top to bottom, the upper most rotary drum rotates counterclockwise, the second or middle rotary drum rotates clockwise, and the third or lower most rotary drum would rotate counter-clockwise. This orientation of rotation can be reversed or altered depending on the configuration of the machine and the direction of the conveyor assembly, It is understood that additional rotary drums may be used, as shown in Figure 2. Each rotary drum preferably is counter-rotational respective the adjacent rotary drums,

[0021] Each rotary drum is slightly offset from the other so that they are stacked but not parallel or vertically aligned. As the food stuff moves along the primary conveyor, it reaches a terminal end where the food stuff drops onto the upper most rotary drum and specifically into the cup oriented generally opened at that tith. Because the rotary drum has a plurality of concavities, the food stuff and a quantity of breading drops into each concavity or cup as the rotational drum turns. As the upper most rotary drum turns counter-clockwise, the food stuff and associated breading is tumbled or flipped into the second or middle rotary drum. This movement from the concavity on the first rotary drum to the concavity on the second rotary drum causes the breading material and the food stuff to tumble which substantially replicates the band breading process. The second or middle rotary drum turns clockwise and the food stuff and associated breading material is flipped or tumbled downward into a concavity on the third or lower most rotary drum. Again, this tumbling or flipping action from the second rotary drum to the third rotary drum replicates the band breading process and farther ensures uniform application of the breading product on all surfaces of the food stuff. As the lower most or third rotary drum rotates counter-clockwise, the food stuff and breading is passed to a lower or discharge belt. It is preferred that the discharged

belt be a grate or chain pan having a plurality of openings which allows excess breading material to drop downward into a reclamation assembly. As the food stuff moves along the discharge belt, excess and unneeded breading drops into the reclamation assembly and, as the food stuff reaches the end of the assembly process, it can either be manually removed by a worker or allowed to drop into a receptacle for farther processing or packaging.

[0022] The excess breading material which is dropped into the reclamation bin is transferred back to the primary charge hopper for recirculation back through the assembly process. The primary charge hopper is accessible external the machine so that it can be refilled with breading material without stopping the machine.

[0023] The tumbler apparatus is preferably unitized in that each discreet tumbler is fixed to a drum cage. The drum cage, as best seen in Figure 1, includes a flat piece of metal disposed at each end of the rotational drums which spaces and retains the drums in a preferred orientation; the cage allows all of the rotational drums to be removed from the breading machine as a unit. This facilitates quick and easy cleaning, repair or replacement.

[0024] Having now described the preferred embodiment of the breading machine of the present invention, it will be realized that the same is susceptible to various modifications and arrangements of parts without departing from the inventive concept thereof as is defined in the appended claims.

CLAIMS

What is claimed is:

1. A breading machine for uniformly applying a breading material to a food product, comprising an inked conveyor onto which a quantity of breading material is placed; an elevated hopper from which breading material is sprinkled generally downward onto the primary conveyor; a plurality of rotating tumblers and a discharge belt, wherein the food product is placed onto the breading material on the first conveyor, and passed beneath the elevated discharge hopper where the food product is sprinkled with breading, then passed to the plurality of rotational tumblers and onto the discharge belt.
2. The breading machine of claim 1, wherein the plurality of rotating tumblers further comprises at least two stacked counter rotating rollers, each rotating tumbler further provided with a plurality of concavities disposed about its circumference.
3. The breading machine of claim 2, wherein the plurality of rotating tumblers further comprises three stacked and offset counter rotating tumblers wherein the upper most tumbler rotates counter-clockwise, the middle tumbler rotates clockwise, and the lower most tumbler rotates counter-clockwise and wherein breading material and food product

are tumbled between the stacked rollers.

4. The breading machine of claim 2, wherein the plurality of rotating tumblers further comprises five stacked and offset counter rotating tumblers wherein each tumbler rotates in a direction opposite each adjacent rotating tumbler and wherein breading material and food product are tumbled between the stacked rollers.
5. The breading machine of claim 2, further comprising a hopper feed assembly to route breading material from a storage compartment to the elevated hopper.
6. The breading machine of claim 5, further comprising a return belt assembly to route unused breading material from the plurality of rotating tumblers to the hopper feed,
7. The breading machine of claim 1, further comprising a drum cage removably mountable to the breading machine and onto which each rotating tumbler is attached such that the plurality of rotating tumblers can be removed from the breading machine as a unit.

ABSTRACT

[0025] A breading machine for uniformly applying breading to food to replicate the appearance and consistency of hand breading. The machine includes a plurality of stacked rotating tumblers. Each tumbler includes concavities disposed about the periphery to hold and retain breading and the food to which the breading is being applied. Each tumbler turns opposite the adjacent tumbler such that the breading and food are gently tossed between each tumbler to replicate the action of hand breading.

Schedule "B" Non-Compete Agreement

THIS NON-COMPETE AGREEMENT (the "Agreement") is entered into effective as of this 1st day of June 2007 between FMC FoodTech and Quality Food Control, Inc., Dennis Brady President, Quentin Pendergrass Vice-President, Gary Newkirk Vice-President and Jeff Newkirk Vice-President of Marketing (collectively referred to as "QFC").

WHEREAS, simultaneously with the execution of this Agreement, FMC FoodTech and QFC have entered into an Agreement wherein QFC is transferring its rights to provisional patent application 60/861,758 for the Five Star Breeding Applicator,

WHEREAS, FMC FoodTech will pay QFC the sum of \$300,000 to acquire the rights to this provisional patent and,

WHEREAS, Dennis Brady, President, Quentin Pendergrass Vice-President, Jeff Newkirk Vice-President of Marketing and Gary Newkirk Vice-President through their association with Quality Food Control, Inc., have obtained knowledge of the trade secrets and proprietary information relating to the Five Star Breeding Applicator and the market it will serve, which trade secrets and proprietary information constitute a substantial asset to be acquired FMC FoodTech,

WHEREAS, FMC FoodTech has required, as a condition to its execution of the provisional patent acquisition, QFC to execute and deliver this Agreement; and

WHEREAS, QFC, for the consideration set forth below and the consideration to be received in connection with the Assignment of Patent and Patent Purchase Agreement, has agreed to, and does hereby enter into this Agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the premises, representations, and mutual covenants hereinafter set forth, the parties do hereby agree as follows:

DEFINITIONS

- (a) "Confidential Information" shall mean any confidential information with respect to the conduct or details of the business of FMC FoodTech including, without limitation, information relating to its coating and frying business, its methods of operation, customer lists, marketing methods, policies, personnel, suppliers, competitors, markets or other specialized information or propriety matters of FMC FoodTech. The term "Confidential Information" does not include, and there shall be no obligation hereunder with respect to, information that (a) is generally available to the public on the date of this Agreement or (b) becomes generally available to the public other than as a result of a disclosure by QFC in violation of this Agreement; (c) was or becomes available to QFC on a non-confidential basis from a source other than FMC FoodTech or its representatives, provided that to the knowledge of QFC, after due inquiry, such source is not prohibited from disclosing such

information to QFC by a contractual, legal or fiduciary obligation to FMC FoodTech or its representatives;

- (b) "Agreement" means this Non-Compete Agreement;
- (c) "Closing date" means the date upon which all parties have executed this agreement;
- (d) "QFC" means any equity investor in Quality Food Control including but not limited to Dennis Brady, Quentin Pendergrass, Gary Newkirk, and Jeff Newkirk, acting in their individual as well as collective capacities;

AGREEMENT

1. Consideration. In consideration of the covenants and agreements of QFC contained herein, FMC FoodTech hereby agrees to pay QFC as follows:

(a) Upon the execution of this Agreement and the Assignment of Patent and Patent Purchase Agreement, FMC FoodTech shall and does hereby pay to QFC the sum of \$300,000.00.

2. Non-Competition. QFC acknowledges that in their development of the Five Star Breader technology they have become familiar with certain proprietary information of which is being acquired by FMC FoodTech. In consideration for the payments set forth herein QFC covenants and agrees that from the Closing Date and for a period of two years they shall not:

(a) directly or indirectly, own, manage, operate, control, invest or acquire an equity interest in any entity located or conducting business in North America currently serviced by FMC FoodTech which competes with the business currently conducted by FMC FoodTech in the processing of poultry, beef, pork, fish or other prepared foods;

(b) engage in or carry on, either directly or indirectly, whether for themselves or as an employee, officer, director, agent, consultant proprietor, partner, stockholder, member, joint venturer, investor, or other paid participant in any business within North America which competes with the business currently conducted by FMC FoodTech in the processing of poultry, beef, pork, fish or other prepared foods;

(c) request any customer of FMC FoodTech or any other person which has a business relationship with any FMC FoodTech to curtail, cancel, or otherwise discontinue its business or relationship with FMC FoodTech; or

(d) directly or indirectly denigrate or in any manner undertake to discredit FMC FoodTech or any person or operation associated with FMC FoodTech.

Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit QFC from owning not more than one percent (1%) of any corporation the securities of which are traded on a national securities market and which is engaged in a business which is in competition with FMC FoodTech.

3. Non-Solicitation. From the Closing Date and for the a period of two years after the Closing Date, QFC covenants and agrees not to directly or indirectly solicit the employment of the employees of FMC FoodTech; provided, however, that this Agreement shall not prohibit (a) any advertisement or general solicitation that is not specifically targeted at such officers or employees, or (b) soliciting the employment of any such officer or employee who has been terminated by FMC FoodTech.

4. Confidentiality. From the Closing Date and for the a period of two years after the Closing Date, QFC shall not disclose to any person, or use or otherwise exploit for their own benefit or for the benefit of any person other than FMC FoodTech, any Confidential Information (as defined below). QFC shall have no obligation to keep confidential any Confidential Information if and to the extent disclosure thereof is specifically required by law, judicial or governmental order or other legal process; provided, however, that in the event such disclosure is required, QFC shall, to the extent reasonably practicable, provide FMC FoodTech with reasonably prompt notice of such requirement, so that FMC FoodTech may seek an appropriate protective order or waive compliance with this provision with respect to such disclosure.

5. Other Agreements.

(a) Subject to the following sentence, the parties to this Agreement further agree that to the extent the restrictive covenants contained in Sections 3, 4 or 5 should be held by any court or other constituted legal authority to be void or otherwise unenforceable in any particular area or jurisdiction, then the parties shall consider this Agreement to be amended and modified so as to eliminate therefrom that particular area or jurisdiction as to which such restrictive covenant is so held to be void or otherwise unenforceable, and, as to all other areas and jurisdictions covered by this Agreement, the terms and provisions hereof shall remain in full force and effect as originally written. The parties to this Agreement further agree that to the extent any of the foregoing restrictive covenants should be held by any court or other constituted legal authority to be effective in any particular area or jurisdiction only if said covenant is modified to limit its duration or scope, then the parties shall consider such covenant to be amended and modified with respect to that particular area or jurisdiction so as to comply with the order of any such court or other constituted legal authority, and, as to all other jurisdictions or political subdivisions thereof, such covenant shall remain in full force and effect as originally written.

(b) QFC acknowledges that each of the restrictions set forth in Sections 3, 4 and 5 is reasonable as to duration and geographic scope.

(c) QFC understands that FMC FoodTech will not have an adequate remedy at law for the breach or threatened breach by QFC of any one or more of the covenants set forth in this Agreement and agrees that in the event of any such breach or threatened breach, FMC FoodTech may, in addition to the other remedies which may be available to it, file a suit in equity to enjoin QFC from the breach or threatened breach of such covenants.

6. Termination. This Agreement shall terminate and be of no further force and effect upon the termination of the Acquisition pursuant to its terms prior to the consummation of the transactions contemplated thereby.

7. Notice. Any notice, or other communication provided or permitted in this Agreement must be given in writing and may be served by depositing same in the United States mail in certified or registered form, postage prepaid, addressed to the party or parties to be notified with return receipt requested, or by delivering the notice in person to such party or parties or by a nationally recognized overnight service. Unless actual receipt is required by any provision of this Agreement, notice deposited in the United States mail in the manner herein prescribed shall be effective on dispatch. For purposes of notice, the address of QFC shall be as follows:

Quality Food Control, Inc.
445 S. Ingram Mill Rd.
Springfield, MO 65802
Attn: Quentin Pendergrass, Vice-President

The address of FMC FoodTech shall be:

FMC FoodTech
1622 First St.
Sandusky, OH 44870
Attn: General Manager

FMC FoodTech shall have the right from time to time and at any time to change its address and shall have the right to specify as its address any other address by giving at least ten (10) days written notice to QFC. QFC shall have the right from time to time and at any time to change his address and shall have the right to specify as his address any other address by giving at least ten (10) days written notice to FMC FoodTech.

8. Controlling Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Missouri (without giving effect to conflicts of laws principles thereof).

9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. The Agreement may not be changed orally or by action or inaction, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

10. Severability. If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the parties shall promptly meet and negotiate substitute provisions for those rendered or declared illegal or unenforceable, but all remaining provisions of this Agreement shall remain in full force and effect.

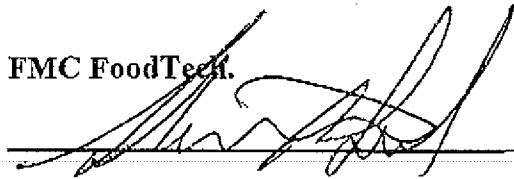
11. Benefit and Burden; Assignment. This Agreement may not be assigned by QFC without the consent of FMC FoodTech; however, FMC Food Tech may assign this agreement to any affiliate or subsidiary or to any acquiring party or successor-in-interest upon notice to QFC. This Agreement shall be binding upon, and inure to benefit of, any permitted successors and assignees.

12. Voluntary Agreement. QFC acknowledges that he has been given an opportunity to review the terms of this Agreement, that he has been given an opportunity to consult with counsel, or determined that such consultation is not required, and that they have executed this Agreement voluntarily.

13. Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

EXECUTED to be effective as of the date first above written.

FMC FoodTech.



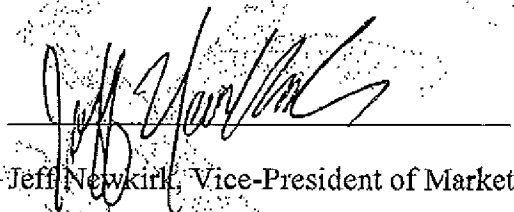
Name: Steve Smith

North America General Manager

Quality Food Control.

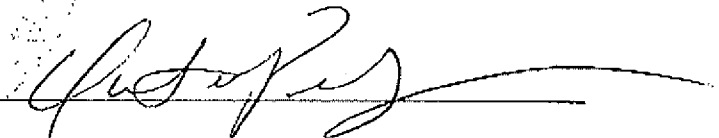
Dennis Brady, President

Quality Food Control, Inc.



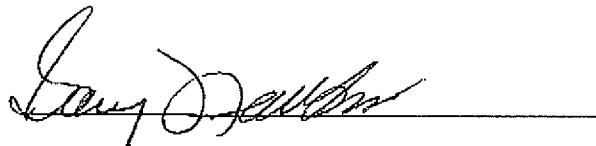
Jeff Newkirk, Vice-President of Marketing

Quality Food Control, Inc.



Quentin Pendergrass, Vice-President

Quality Food Control, Inc.



Gary Newkirk, Vice-President of R&D

Quality Food Control, Inc.

Jeff Newkirk, Vice-President of Marketing and Gary Newkirk, Vice-President above sign on behalf of remaining un-named stockholders by unanimous consent.

Larry D. Maloney 1-17-2010



Schedule "C"
QFC List of Asset to be Acquired

1. QFC/HB3T-26 26" 3 Tumbler Breeder without motors and controls (Image #4)
2. QFC/TS-500-36 36" 500lb capacity Spreader Conveyor (Image #1)
3. (2 qty) 40" 5-STAR Frames (Image #2)
4. (1 qty) 36" 5-STAR Frame (Not shown)
5. 4 of 5 Completed 40" Tumblers (Image #3)
6. Set of Elevator Chains and Wire Belts (Image #3)
7. Set of Machined Shafts for 40" 5-STAR (Image #3)

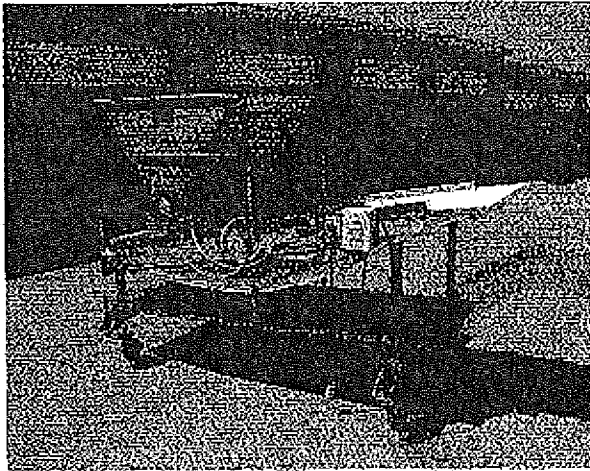


Image #1

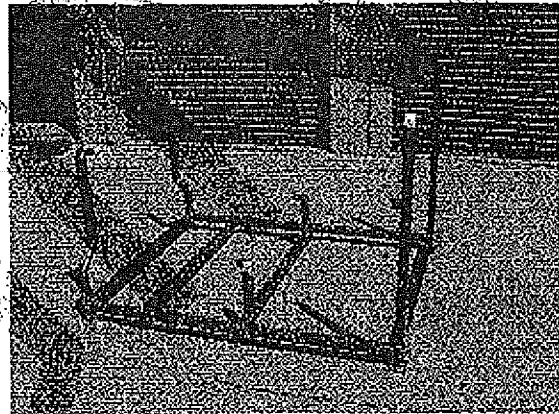


Image #2

Image #3

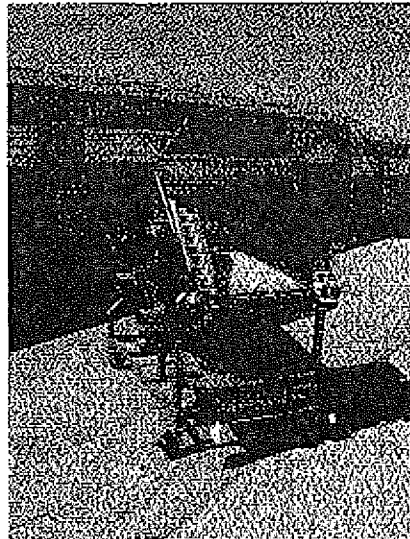
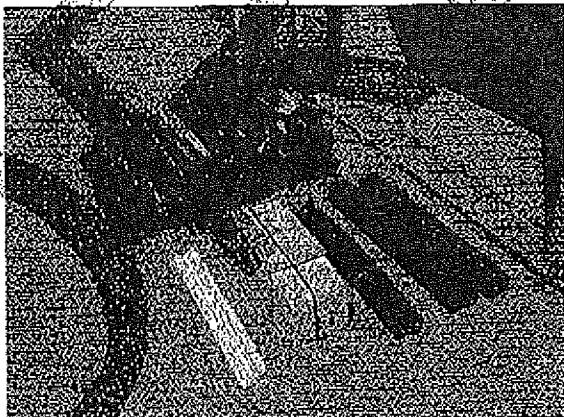


Image #4