

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Stewart Systems, Inc. | 04/01/2008 |
| RECEIVING PARTY DATA | |
| Name: | Stewart Systems Global, LLC, a Texas Limited Liability Company |
| Street Address: | 808 Stewart Avenue |
| City: | Plano |
| State/Country: | TEXAS |
| Postal Code: | 75074 |
| PROPERTY NUMBERS Total: 23 | |
| Property Type | Number |
| Patent Number: | 5579897 |
| Patent Number: | 5649619 |
| Patent Number: | 5871084 |
| Patent Number: | 5927466 |
| Patent Number: | 6138660 |
| Patent Number: | 6257397 |
| Patent Number: | 6293390 |
| Patent Number: | 6382403 |
| Patent Number: | 6615977 |
| Patent Number: | 6666327 |
| Patent Number: | 6766631 |
| Patent Number: | 6862869 |
| Patent Number: | 6968943 |
| Patent Number: | 6978586 |
| Patent Number: | 7076934 |

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PATENT
REEL: 025906 FRAME: 0165

OP \$920.00 5579897

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| Patent Number: | 7086525 |
| Patent Number: | 7191578 |
| Patent Number: | 7305806 |
| Patent Number: | 7409967 |
| Patent Number: | 7415813 |
| Application Number: | 12237185 |
| Application Number: | 12369615 |
| Application Number: | 12170134 |

CORRESPONDENCE DATA

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Address Line 4: Dallas, TEXAS 75206

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| ATTORNEY DOCKET NUMBER: | 079123 |
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| NAME OF SUBMITTER: | Kelly J. Kubasta |
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Total Attachments: 6

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PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (this "**Assignment**"), dated as of April __, 2008, is made and delivered by and among Stewart Systems Global, LLC, a Texas limited liability company ("**Assignee**"), and Stewart Systems, Inc., a Delaware corporation ("**Assignor**") pursuant to, and subject to the terms of, that certain Contribution Agreement, dated as of February 18, 2008, by and among the Assignor, AMF Holdco, Inc., a Virginia corporation, AMF Automation Technologies, Inc., a Virginia corporation, and Ceres Industries, LLC, a Delaware limited liability company, as amended by Amendment No. 1 to Contribution Agreement on March 31, 2008 (the "**Contribution Agreement**"). Capitalized terms not otherwise defined in this Assignment will have the meanings given to such terms in the Contribution Agreement.

WHEREAS, the Assignor is the owner of, or has filed applications for, the United States patents shown on the attached **Schedule A** (the "**Patents**"); and

WHEREAS, the Assignor is the owner of, and has filed applications for or registered, each of the United States trademarks shown on the attached **Schedule B** (collectively, the "**Trademarks**"); and

WHEREAS, by this Assignment, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to receive and assume from the Assignor, all of the Assignor's worldwide right, title and interest in and to the Patents and the Trademarks, pursuant to the terms of, and in consummation of the transactions contemplated by, the Contribution Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Contribution Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- I. **Assignment.** The undersigned Assignor does hereby sell, assign, transfer and convey unto Assignee and its successors and assigns to have and to hold forever, free and clear of all liens other than the Stewart Assumed Liabilities,
- A. all of Assignor's respective right, title and interest in and to the Patents, in the United States and throughout the world, and in and to any patents which may be granted and issued therefor or therefrom, and in and to any continuations, continuations-in-part, divisions, reissues and extensions of said patents and the inventions therein disclosed, and improvements thereon, all international rights or priority associated therewith, and all rights, if any, to sue for past infringement (collectively, "Patent Rights"); and
- B. all of Assignor's respective right, title and interest in and to the Trademarks, together with the business, or portion thereof, to which each such Trademark pertains and the goodwill of the business symbolized by each such Trademark, as well as the entire right, title, and interest in and to all applications for and registrations of the Trademarks heretofore granted or applied for, as well as any and all common law rights in and to the Trademarks in the United States and in any state thereof and in any country in the world, and any and all claims and demands the Assignor may have either at law or in equity arising out of any past infringements of any of the Trademarks.
- II. **Effectiveness.** This Assignment will be effective as of 12:01 a.m., Central Time, on April __, 2008.
- III. **Disclaimers of Warranties.** Assignor does not make or provide any warranty or representation, express or implied, as to Patents, the Patent Rights or the Trademarks.
- IV. **Further Assurances.** From time to time following the effective time of this Assignment, upon the request of Assignee, Assignor shall execute and deliver (or cause to be executed and delivered) to Assignee such other documents and further instruments of conveyance and transfer, and shall take (or cause to be taken) such other action, without any further compensation, but at no cost or expense to Assignor, as may be reasonably necessary to make this Assignment fully effective, to vest ownership of the Patents, the Patent Rights and the Trademarks in Assignee or to maintain, preserve or enforce the rights of Assignee in the Patent, the Patent Rights and the Trademarks. In the event that Assignee is unable for any reason whatsoever to secure the Assignor's signature to any lawful and necessary document as stated above, the Assignor hereby irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as the Assignor's agent and attorney-in-fact to act for and on such Assignor's behalf and stead, to execute and file any such lawful and necessary documents and to do all other lawfully permitted acts necessary to vest ownership of the Patents, the Patent Rights and the Trademarks in Assignee or effect the other purposes stated above with the same legal force and effect as if executed by Assignor. Without limiting the generality of the foregoing, Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Patents and the Trademarks to Assignee with the United States Patent and Trademark Office or other applicable


agency or governmental entity and to terminate any powers of attorney previously granted by Assignor with respect to the Patents and/or the Trademarks.

- V. **Binding Effect.** This Assignment will be binding on Assignor and will inure to the benefit of Assignee and each of their respective successors and assigns. Except for Assignee and its successors and assigns, no person or entity is or will be entitled to bring any action to enforce any provision of this Assignment against Assignor.
- VI. **Governing Law.** THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF OR ANY OTHER PRINCIPLE THAT COULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.
- VII. **Conflicts.** This Assignment is executed and delivered pursuant to the Contribution Agreement and the related documents and transactions contemplated thereby. This Assignment may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Contribution Agreement or any related document, and in the event of any conflict between this Assignment and the Contribution Agreement or any related document, the Contribution Agreement or any related document, as the case may be, will control.
- VIII. **Drafting.** Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment or such provision.
- IX. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

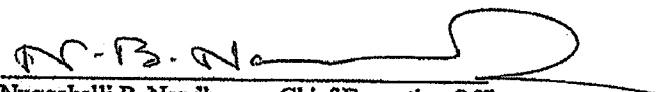
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IN WITNESS WHEREOF, Assignee and Assignor have executed this Patent and Trademark Assignment as of the date set forth above.

ASSIGNEE: STEWART SYSTEMS GLOBAL, LLC

By: 
Nuggehalli B. Nandkumar, Chief Executive Officer

ASSIGNOR: STEWART SYSTEMS, INC.

By: 
Nuggehalli B. Nandkumar, Chief Executive Officer

Schedule A
Patents

| <u>Country</u> | <u>Status</u> | <u>Title</u> | <u>App No.</u> | <u>App Date</u> | <u>Grant No.</u> | <u>Grant Date</u> |
|----------------|---------------|--|----------------|-----------------|------------------|-------------------|
| U.S. | Granted | Magnetic Conveyor System | 08/195,831 | Feb 04 1994 | 5,579,897 | Dec 03 1996 |
| U.S. | Granted | Magnetic Conveyor System | 08/710,511 | Sep 18 1996 | 5,649,619 | Jul 22 1997 |
| U.S. | Granted | Magnetic Conveyor System | 08/814,929 | Mar 12 1997 | 5,871,084 | Feb 16 1999 |
| U.S. | Granted | Switching Apparatus for Article Sorting Switch | 09/189,891 | Nov 10 1998 | 5,927,466 | Jul 27 1999 |
| U.S. | Granted | Forced Convective Track Oven Having Oval Spirals | 09/227,218 | Jan 06 1999 | 6,138,660 | Oct 31 2000 |
| U.S. | Granted | Conveyor for Continuous Proofing and Baking Apparatus | 09/405,294 | Sep 23 1999 | 6,257,397 | Jul 10 2001 |
| U.S. | Granted | Conveyor for Continuous Proofing and Baking Apparatus | 09/792,096 | Feb 23 2011 | 6,293,390 | Sep 25 2001 |
| U.S. | Granted | Conveyor for Continuous Proofing and Baking Apparatus | 09/930,683 | Aug 15 2001 | 6,382,403 | May 07 2002 |
| U.S. | Granted | Conveyor for Continuous Proofing and Baking Apparatus | 10/000,240 | Oct 18 2001 | 6,615,977 | Sep 09 2003 |
| U.S. | Granted | Conveyor for Continuous Proofing and Baking Apparatus | 10/309,530 | Dec 04 2002 | 6,666,327 | Dec 23 2003 |
| U.S. | Granted | Pattern Former and Method of Pattern Forming for Wrapped Bakery Products | 10/093,242 | Mar 08 2002 | 6,766,631 | Jul 27 2004 |
| U.S. | Granted | Pattern Former and Method of Pattern Forming For Wrapped Bakery Products | 10/794,443 | Mar 5 2004 | 6,862,869 | Mar 8 2005 |
| U.S. | Granted | Conveyor for Continuous Proofing and Baking Apparatus | 10/409,503 | Apr 08 2003 | 6,968,943 | Nov 29 2005 |
| U.S. | Granted | Pattern Former for Wrapped Bakery Products | 10/782,328 | Feb 19 2004 | 6,978,586 | Dec 27 2005 |
| U.S. | Granted | Pattern Former for Wrapped Bakery Products | 11/070,649 | Mar 02 2005 | 7,076,934 | Jul 18 2006 |
| U.S. | Granted | Conveyor for Continuous Proofing and Baking Apparatus | 10/984,572 | Nov 09 2004 | 7,086,525 | Aug 08 2006 |
| U.S. | Granted | Pattern Former for Wrapped Bakery Products and Bakery Tray Loading System | 11/120,816 | May 03 2005 | 7,191,578 | Mar 20 2007 |
| U.S. | Granted | Pattern Former for Wrapped Bakery Products and Method for Loading and Unloading Bakery Products | 11/249,992 | Oct 13 2005 | 7,305,806 | Dec 11 2007 |
| U.S. | Granted | Pattern Former for Wrapped Bakery Products and Method for Loading and Unloading Bakery Products | 11/695,966 | Apr 03 2007 | 7,409,967 | Aug 12 2008 |
| U.S. | Granted | Pattern Former for Wrapped Bakery Products | 10/670,113 | Sep 24 2003 | 7,415,813 | Aug 26 2008 |
| U.S. | Published | Automatic Process Control of Conveyorized Oven for Improved Baking Efficiency and Product Uniformity | 12/170,134 | Jul 09 2008 | | |
| U.S. | Allowed | Oven Drive System | 12/237,185 | Sep 24 2008 | | |
| U.S. | Published | Tortilla Oven | 12/369,615 | Feb 11 2009 | | |
| United Kingdom | Granted | Conveyor for Continuous Proofing and Baking Apparatus | 0401087.2 | Jan 19 2004 | 2400634 | Dec 13 2006 |
| United Kingdom | Granted | Conveyor for Continuous Proofing and Baking Apparatus | 0520646.1 | Oct 11 2005 | 2419863 | Feb 27 2008 |
| United Kingdom | Granted | Conveyor for Continuous Proofing and Baking Apparatus | 0609516.0 | Jan 19 2004 | 2423292 | Mar 14 2007 |
| India | Pending | Conveyor for Continuous Proofing and Baking Apparatus | 1576/DEL/2003 | Dec 18 2003 | | |

Schedule B
Trademarks

| <u>Country</u> | <u>Status</u> | <u>Mark</u> | <u>App No.</u> | <u>App Date</u> | <u>Reg No.</u> | <u>Reg Date</u> |
|----------------|---------------|---------------------------------------|----------------|-----------------|----------------|-----------------|
| U.S. | Registered | OMNI-PAK | 78/946,601 | Aug 07 2006 | 3,393,449 | Mar 4 2008 |
| United Kingdom | Registered | PILLO-PAK | 938807 | Feb 26 1969 | 938807 | Feb 26 1969 |
| U.S. | Registered | STEWART SYSTEMS, PLUS DESIGN | 73/381,449 | Aug 23 1982 | 1,289,816 | Aug 14 1984 |
| United Kingdom | Registered | WENDWAY | 917693 | Nov 24 1967 | 917693 | Dec 10 1968 |