

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
SAFEFRESH TECHNOLOGIES, LLC	01/07/2011
AMERICAN BEEF PROCESSING, LLC	01/07/2011

RECEIVING PARTY DATA

Name:	TIMMERMAN SF, LLC
Street Address:	P.O. Box 367
Internal Address:	Attn: James Timmerman
City:	Springfield
State/Country:	NEBRASKA
Postal Code:	68059

PROPERTY NUMBERS Total: 14

Property Type	Number
Application Number:	61303185
Patent Number:	7575770
Application Number:	12968045
Application Number:	12520802
Patent Number:	6866832
Application Number:	11589320
Application Number:	61302802
Application Number:	11720594
Patent Number:	7666456
Application Number:	12697592
Patent Number:	7205016
Patent Number:	7415428
Patent Number:	7093734

OP \$560.00 61303185

Application Number:

12627931

CORRESPONDENCE DATA

Fax Number: (402)392-0816

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 402-392-1250

Email: jrattner@akclaw.com

Correspondent Name: Jennifer Rattner

Address Line 1: 8712 West Dodge Road, Suite 300

Address Line 4: Omaha, NEBRASKA 68144

NAME OF SUBMITTER:

Jennifer L Rattner

Total Attachments: 22

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LICENSE AGREEMENT

This LICENSE AGREEMENT is made and entered into as of the 7th day of January, 2011, by and among SAFEFRESH TECHNOLOGIES, LLC a Delaware limited liability company ("SFT"), AMERICAN BEEF PROCESSING, LLC, a Delaware limited liability company ("ABP") (SFT and ABP are referred to hereinafter collectively as "Licensors"), and TIMMERMAN SF, LLC, a Nebraska limited liability company ("Licensee"). Licensors and Licensee are sometimes referred to hereinafter separately as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Licensors own rights to certain patents and proprietary and confidential information concerning a newly-developed meat processing technology; and

WHEREAS, Licensee desires to obtain a license to utilize such meat processing technology, and Licensors are willing to grant such license to Licensee under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1

Definitions

1.1 For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" of a Party means any Person that directly or indirectly controls, is controlled by, or is under common control with such Party. For the purposes of this definition, "control" shall mean the direct or indirect power or authority to direct the management, operations and policies of any Person, whether by contract, by ownership of, or control of, the voting interests of the controlled Person or any managing group thereof or otherwise; provided that in the case of Licensors, "Affiliate" shall expressly include, but shall not be limited to, Anthony J. Garwood.

"Agreement" shall mean this License Agreement, including all exhibits attached hereto.

"Effective Date" shall mean the date first set forth above.

"Governmental Authority" shall mean any country or any province, state, county, territory, municipality, or other political subdivision thereof, or any government, quasi-government, administrative, or regulatory authority, agency, board, body, commission, instrumentality, court or tribunal thereof or any central bank (or similar monetary or regulatory authority), any tax authority, any ministry or department or agency of the foregoing, any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.

"Holding Company" shall mean the limited liability company known as SafeFresh Systems, LLC (or other entity of similar name) to be formed by Licensors in accordance with that certain Letter

of Intent dated March 12, 2011, and entered into by and among Licensors, Licensee, Anthony J. Garwood and Julie Garwood.

"Improvements" shall mean improvements, modifications, adaptations, changes, or upgrades, including technical information thereon, related to the Meat Processing Technology developed by Licensors or any of their respective Affiliates after the Effective Date.

"Intellectual Property Rights" shall mean all rights in relation to inventions (including Patents (whether utility, design or plant patents)); registered and unregistered trademarks and service marks (including any suggestive or descriptive service mark, any collective mark, certification mark, trade name or trade dress); trade secrets; publication rights and other rights of publicity; copyrights; applications (including any intent to use applications); renewal, reissue and substitute rights; know how; rights of distribution; goodwill; registered designs; process layouts; derivative work; distribution rights; divisionals, continuations, and continuations in part; and all other right, title and interest (whether or not such right, title or interest has reduced to practice) in and to, or directly or indirectly related to, any Patents or other inventions owned by, created or developed by, or held by (whether by lease, license, operation of law or equity or otherwise) Licensors or any Affiliates of Licensors that are related to the Meat Processing Technology.

"License" has the meaning given thereto in Section 2.1.

"License Fee" has the meaning given thereto in Section 4.1.

"Licensed Technology" shall mean the Meat Processing Technology, including without limitation, Licensed Technical Information, Patents, Intellectual Property Rights, Improvements and software owned, created, developed, held by (whether by lease, license, operation of law or equity or otherwise) or licensed to Licensors or any Affiliates of Licensors related to the Meat Processing Technology.

"Licensed Technical Information" shall mean unpatented or other proprietary technical data, engineering and process information, operational data, or know-how that as of the Effective Date is, or following the Effective Date may be, owned, created, developed, held by (whether by lease, license, operation of law or equity or otherwise) Licensors or any Affiliates of Licensors, or to which Licensors or any Affiliates of Licensors otherwise may be entitled as of the Effective Date or in the future that may be directly or indirectly related to the Meat Processing Technology that Licensors or any Affiliates of Licensors have the right to disclose to or to license to Licensee.

"Licensee Indemnified Parties" has the meaning given thereto in Section 6.1.

"Meat Processing Technology" shall mean the newly-developed process or processes for separating lean meat and/or fat from lean meat-containing material, including combining a particulate material with fluid carbon dioxide, described in Exhibit A attached hereto.

"Patent or Patents" shall mean all existing and future patents, including any pending or future application therefore or existing or future right thereof or thereto and further including, but not limited to, any divisionals, continuations, continuations in part, renewals, reissues, substitutes, thereof or thereto and any extensions of any of the foregoing, acquired by, granted or extended to, owned by, created or developed by, or held by (whether by lease, license, operation of law or equity or otherwise) Licensors

or any Affiliates of Licensors now or in the future covering or related to the Meat Processing Technology, including without limitation, those listed on Exhibit B attached hereto.

“Person” means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or governmental entity.

“Revolving Note” means that certain Secured Revolving Promissory Note dated as of February 3, 2011 wherein American Beef Processing, LLC, a Delaware limited liability company, and SafeFresh Technologies, LLC, a Delaware limited liability company are Borrower and Timmerman SF, LLC, a Nebraska limited liability company (“Timmerman SF”), is Holder.

“Supplemental Improvements” has the meaning given thereto in Section 3.2.

“Technical Information” shall mean engineering and technical data, knowledge, know-how, and experience essential to or useful in the use, exercise or practice of the Meat Processing Technology that as of the Effective Date is, or following the Effective Date may be, owned, created, developed, held by (whether by lease, license, operation of law or equity or otherwise) Licensors or any Affiliates of Licensors, or to which Licensors or any Affiliates of Licensors otherwise may be entitled as of the Effective Date or in the future to the extent that, and subject to the terms and conditions under which, Licensors or any Affiliates of Licensors have the right to disclose such Technical Information to Licensee.

“Transaction” shall mean a transaction whereby Licensee has acquired an equity interest in the Holding Company pursuant to one or more written agreements containing covenants, terms, conditions and other provisions all of which are satisfactory to Licensee, in its sole and absolute discretion.

ARTICLE 2

Grant

2.1 Licensors grant Licensee a present, continuing, future, perpetual, worldwide, royalty-free, fully-paid, irrevocable right and license, with rights to sublicense, to (i) use, test, update, upgrade, enhance, modify, license and sell the tangible elements of the Licensed Technology and products derived from the Licensed Technology, including the right to license and perform the patent processes covered by the Patents and (ii) reproduce, make derivative work of, publicly perform, publicly display in any form or medium (whether now known or later acquired, created or developed), distribute, make and have made, use and sell any of the Licensed Technology (collectively, the “License”).

2.2 Licensors hereby covenant that commencing on the Effective Date, Licensors shall not grant to any Person, other than to Licensee pursuant to this Agreement, any exclusive or non-exclusive license or other right, title or interest of any nature whatsoever in or to the Licensed Technology without the prior written consent of Licensee.

ARTICLE 3

Technical Information and Improvements

3.1 Commencing on the Effective Date and during the five (5) year period thereafter:

(a) Licensors shall make known, furnish and make available to Licensee all such Licensed Technical Information of Licensors and their respective Affiliates as may be necessary or useful for the exercise, use or practice of the Licensed Technology; and

(b) Licensors shall furnish and make available to Licensee any Improvements to the Licensed Technology which are developed or acquired and released for commercial application by Licensors or their respective Affiliates at no further cost, fee or expense to Licensee and all such Improvements shall form part of the Licensed Technology under this Agreement.

3.2 From and after the date that is five (5) years after the Effective Date, Licensors shall inform Licensee of any Improvements to the Licensed Technology which are developed or acquired and released for commercial application by Licensors or their respective Affiliates after such date ("Supplemental Improvements"), and Licensee may at its option agree to license such Supplemental Improvements for an additional fee and Licensors shall grant a license to Licensee for such Supplemental Improvements having the same scope as granted in Article 2. The terms and conditions and additional fee of such license shall be negotiated between the Parties at that time, shall be commercially reasonable, and any additional fee shall not be greater than lowest fee offered by Licensors for such Supplemental Improvements to other licensees.

ARTICLE 4

Compensation

4.1 In consideration of the grant of the License and Licensors' other obligations to Licensee under this Agreement, Licensee has paid to Licensors a one-time lump sum fee in the aggregate amount of One Hundred Thousand United States Dollars (\$100,000.00) ("License Fee"). Licensors shall be solely and separately responsible for payment of all taxes, demands, and liabilities that are imposed by a Governmental Authority against or measured by Licensor's income or capital (including income tax, corporate tax, capital tax, branch tax, gross receipts, or asset-based taxes), and/or wages paid to Licensors' employees.

4.2 Execution of this Agreement by Licensors shall evidence Licensors' acknowledgment that the License Fee has been paid in full by Licensee to Licensors, and thereupon the License granted hereunder shall be deemed fully paid-up, and Licensee shall have no obligations to make further royalty payments to Licensors under this License Agreement for the rights herein granted to Licensee.

ARTICLE 5

Licensor Representations and Warranties

5.1 Licensors, after due and diligent inquiry, represent and warrant to Licensee that:

(a) Licensors have full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement by Licensors and the transactions contemplated hereby have been duly authorized by all requisite constituent action. This Agreement constitutes the valid and binding obligation of Licensors enforceable against each of them in accordance with its terms.

(b) Licensors (i) are the owners of the entire right, title, and interest in and to Licensed Technology, (ii) have the unconditional and unqualified right to grant the License to Licensee, and (iii)

have not knowingly granted licenses in or to the Licensed Technology to any other Person that would prohibit or restrict rights granted to Licensee hereunder.

(c) Each Licensor is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly qualified and in good standing in such jurisdiction. Licensors have the power and authority to own and use their respective properties and to transact the business in which each is engaged.

(d) There is no suit, claim, action or proceeding now pending or, to the best knowledge of Licensors, threatened which will, or could, have any adverse effect upon the Licensed Technology or Licensors' obligations under this Agreement.

(e) Licensee's use, exercise or practice of the Licensed Technology will not constitute infringement of any patents or published patent applications or any other intellectual property rights owned by any other Person.

ARTICLE 6

Licensor Indemnification

6.1 Subject to the set forth in Section 12.3 below, Licensors, jointly and severally, shall indemnify and hold the Licensee Indemnified Parties harmless from and against any and all liabilities, losses, settlements, judgments, reasonable costs, and expenses (including any reasonable legal fees and expenses and costs of settlement any costs and expenses of investigation, whether incurred by Licensor or any Licensee Indemnified Party) (collectively "Loss") and Licensors shall defend any such the Licensee Indemnified Parties (to the same extent and with the same degree of skill and expertise as if Licensors were the named defendant) at Licensors' cost any action, claim, suit, administrative or other proceeding of any nature whatsoever (any of the foregoing, a "Claim") brought against Licensee, including its permitted assignees, or any of its or their respective Affiliates, shareholders, members, partners, directors, officers, managers, agents, and employees (the "Licensee Indemnified Parties") by any Person in any forum or venue of whatsoever nature or wherever located, which Claim is in any way directly or indirectly resulting from, arising from out of or in connection with, or otherwise related to the exercise, use or practice by any of the Licensee Indemnified Parties of the Licensed Technology (including parts thereof) as permitted under the License or otherwise under this Agreement and that the same is alleged to infringe upon, misappropriate or otherwise is contrary to or conflicts with any patent granted or patent application published or other intellectual property right held by any Person, other than Licensors or any Affiliates thereof. At their option, Licensors may settle any Claim at no cost to any Licensee Indemnified Party and in a manner that does not preclude, prevent, or inhibit Licensee in any respect from using the Licensed Technology as permitted by the License or otherwise under this Agreement. In the event any such Claim seeks an injunction or other equitable relief against Licensee, counsel retained by a Licensee Indemnified Party shall be permitted to participate in the defense of such Claim.

6.2 If, as a result of a Claim, Licensee becomes enjoined or it is reasonably likely that Licensee will become enjoined from exercising using or practicing the Licensed Technology as permitted by the License or otherwise under this Agreement, then, without prejudice to the rights, remedies or recourse of Licensee under any other provision of this Agreement, including Section 6.1, Licensors shall, at their sole cost and expense: (a) make commercially reasonable efforts to secure for Licensee a license, at no cost to Licensee, authorizing continued use of the Licensed Technology as

contemplated by the License and this Agreement, or (b) modify or replace the Licensed Technology or any part thereof, so that the License and the Licensed Technology becomes non-infringing.

6.3 Without limitation to or prejudice to any provision in Section 6.1 or Section 6.2, Licensors shall indemnify, defend, and hold the Licensee Indemnified Parties harmless from and against any and all Loss directly or indirectly resulting from, arising from out of or in connection with, or otherwise related to (i) any Claim related to Section 6.2, (ii) any increased operations or maintenance costs arising out of a modification or replacement pursuant to Section 6.2(b) above, (iii) misrepresentation made by Licensors in this Agreement or the failure of any representation or warranty made by Licensors in this Agreement to be true accurate and complete in all material respects, and (iv) any breach of or default in any provision of this Agreement, including any performance or other obligation under the License or this Agreement.

6.4 All such indemnities shall apply, to the maximum extent permitted by law notwithstanding the fault, negligence (whether active, passive, joint, or concurrent), strict liability or other theory of legal liability of any Licensee Indemnified Party.

6.6 Nothing in this Article 6 or in Section 12.3 shall be construed to prevent, preclude or otherwise limit any equitable right, remedy or recourse otherwise available to (a) Licensee to preserve, protect or enforce its License or any provision in Article 2 or Article 3, or (b) Licensors or Licensee to preserve, protect or enforce the provisions of Article 8. The Parties acknowledge that the remedies at law are inadequate to protect the against any actual or threatened breach of those provisions by such Party or any of its any of its or their respective Affiliates, shareholders, members, partners, directors, officers, managers, agents, and employees and, without prejudice to any other rights and remedies otherwise available to such Party, each Party agrees in advance to the granting of equitable relief including mandatory or other injunction in favor of the other Party, including its Affiliates, without proof of actual damages and without the need of posting bond or demonstrating that money damages would be inadequate.

ARTICLE 7

Term and Termination

7.1 Licensee, in its sole and absolute discretion, will terminate this Agreement in the event that (i) Licensee has entered into the Transaction with Licensors, (ii) any written agreement related to the Transaction and entered into by Licensee expressly requires Licensee to relinquish the License, and (iii) the Transaction is fully closed. Nothing in this Agreement or the License shall be construed to be a representation or covenant by Licensee that it will, nor otherwise require Licensee to, enter into the Transaction or any related agreement therefor.

7.2 If a Party shall be in default for thirty (30) days of any obligation under this Agreement, the non-defaulting Party may give written notice to defaulting Party specifying the claimed particulars of such default, and in the event that defaulting Party does not correct such default within thirty (30) days from such notice, the non-defaulting Party shall have the right to terminate this Agreement by giving ten (10) days written notice to that effect. Any indulgence on the part of non-defaulting Party in respect of a default by the defaulting Party shall not be construed as a waiver of the non-defaulting Party's right to proceed under this Article 7 either with respect to such default or any subsequent defaults, nor shall the provision of this Section 7.2 be modified in any respect by any action of the Parties other than by the written concurrence of the Parties.

7.3 In the event that Licensee notifies Licensors in writing that Licensee no longer intends to pursue a Transaction, as Licensee may determine in its sole and absolute discretion, then Licensors (collectively, but not individually) may at any time thereafter terminate this Agreement, including the License, by written notice of termination to Licensee. Any termination contemplated by this Section 7.3 shall not be effective unless and until the date that (a) a liquidated damage payment in the amount of Two Hundred Ninety-Seven Thousand United States Dollars (\$297,000.00) is paid to Timmerman SF, as liquidated damages for such termination, the Parties agreeing that as result of Licensors' termination of this Agreement and the License, Licensee may have sustained damages, the exact amount of which cannot now be easily ascertained, and the Parties further agreeing that such amount is equitable compensation to Licensee for the actual loss that it may have sustained as a result of such termination; with the notice of termination, (b) all amounts then required to be paid to Timmerman SF under the Revolving Note have been paid in full to Timmerman SF or its assignee, and (c) all amounts required to be paid to Timmerman SF by Section 16.19 of the equipment lease agreement (contemplated to be made and entered into by and between Timmerman SF (as "Lessor") and American Beef Processing, LLC, a Delaware limited liability company (as "Lessee") that will be substantially in the form of attached Exhibit "C") have been paid in full to Timmerman SF or its assignee, but only if the payments contemplated by the preceding clauses (a), (b) and (c) have been paid to Timmerman SF on or before a date that is not later than one hundred eighty (180) days after Licensee's receipt of the notice of termination under this Section 7.3 ("Payment Period"). Licensee hereby covenants that during the Payment Period, (a) Licensee shall not use or practice the Licensed Technology; and (b) Licensee shall comply with the confidentiality requirements under Section 8.1, and Licensor hereby covenants that during the Payment Period, (a) Licensor shall comply with the confidentiality requirements under Section 8.2, and (b) Licensor shall perform all other obligations of Licensor under this Agreement. In the event that all amounts required to be paid under the Revolving Note are not paid in full to Timmerman SF and are not otherwise satisfied within the Payment Period, then the termination by Licensor pursuant to this Section 7.3 shall have no force or effect, and this Agreement and the License shall thereafter be deemed to be in full force and effect, and each Party, thereafter, shall have and shall observe all rights, privileges, and performance and other obligations hereunder and under the License.

7.4 From and after the effective date of any termination of this Agreement except as provided in Section 7.3, no Party shall have any further rights, powers, privileges, immunities, obligations, or liabilities under any provision of this Agreement, except that such termination shall not:

(a) Relieve the Parties of any obligation or liability arising under this Agreement prior to the effective date of termination;

(b) Except for a termination made by Licensor pursuant to Section 7.3 (and subject to Licensor's due payment of all amounts required by Section 7.3), terminate or affect the License or the right of Licensee to use and practice the Licensed Technology; or

(c) Be construed to relieve a Party from any obligation which by application of any express provision of this Agreement, including Section 12.13, is intended to survive the expiration or termination of this Agreement or of any obligation hereunder which by its nature would normally survive a termination, including indemnification.

ARTICLE 8

Confidentiality

8.1 Licensee agrees to maintain the Licensed Technical Information (including data, plans, specifications, flow-sheets, designs, and drawings) in confidence, except that Licensee may disclose the Licensed Technical Information to its Affiliates and other third parties, provided that such third parties signed confidentiality agreements with Licensee containing terms that provide for the protection of the Licensed Technical Information.

8.2 Licensors agree to protect all information concerning Licensee's technology and other matters that are disclosed to Licensors, and identified as confidential at the time of disclosure, in the same manner as Licensee is obligated to protect Licensors' information.

ARTICLE 9

Assignment

9.1 Except in connection with an assignment by Licensee pursuant to Section 9.2, no Party shall assign or attempt to assign this Agreement or any right performance or other obligation or responsibility under this Agreement without the prior written consent of the other Party, which consent may be withheld by such Party in its sole and complete discretion. Any unauthorized assignment shall be deemed null and void and of no legal effect.

9.2 Licensee shall have the right and ability to assign the License and this Agreement, without the consent of Licensors or any of their respective Affiliates, to (a) a to-be-formed Nebraska limited liability company known as Safe Fresh Investors, LLC (or other entity of similar name) of which Licensee shall be the Manager or Managing Member thereof, (b) an Affiliate of Licensee, (c) any Person succeeding to the entire business of Licensee, or (d) any Person acquiring all or substantially all of the business and assets of Licensee. In the event of an assignment by Licensee pursuant to this Section 9.2, upon completion of such assignment and the delivery to Licensor of an assumption agreement executed by such assignee, Licensee shall be released from any and all obligations and liabilities under this Agreement, to the extent assumed by its assignee.

ARTICLE 10

365(n) of Bankruptcy Code

10.1 All rights and licenses now or hereafter granted under or pursuant to this Agreement, are rights to "intellectual property" (as defined in Section 101(35A) of Title 11 of the United States Code, as amended (such Title 11, the "Bankruptcy Code")). Licensors grant to Licensee and its Affiliates a right of access and to obtain possession of, and to benefit from copies of all "embodiments" (as such term is defined in Section 365(n) of the Bankruptcy Code) of such intellectual property, whether any of the foregoing are in Licensors' possession or control or in the possession and control of any Affiliates of Licensors or any third party.

ARTICLE 11

Patent Enforcement and Maintenance

11.1 It is recognized by the Parties that harm could be done to each of them by infringers of any Patents or rights licensed under this Agreement. It is the intent of the Parties that infringers be dealt with and that the rights licensed hereunder be protected, and each Party agrees to promptly notify the other Parties of any infringement or potential infringement of the Patents or the Licensed Technology. Licensors shall have the primary right and obligation to take action against infringers of any rights to Patents or other rights licensed under this Agreement, including but not limited to notification and prosecution of and settlement with such infringer. Licensors shall have sole and exclusive right, and Licensee shall be under no obligation whatsoever, to enforce the Patents or Licensed Technology in infringement, interference or other proceedings and to file suit in its own name and in the forum of Licensors' choice. Licensors shall further have the sole and exclusive right, and Licensee shall be under no obligation whatsoever, to settle and compromise any such controversy with third parties on terms that it, in its sole discretion, deems right and proper.

11.2 The Parties hereto agree that all costs, fees and/or expenses incurred in connection with enforcement of the Patents or the Licensed Technology shall be borne by Licensors. To the extent that damages are awarded to Licensors for past infringement and/or to the extent that monies are paid to Licensors by way of settlement of any claim for the past infringement, such damages and/or monies shall be awarded solely and exclusively to Licensors.

11.3 With respect to a third party which is or is potentially infringing the Patents or the Licensed Technology, in the event that Licensors shall determine, for any reason, not to enforce the Patents or the Licensed Technology against such third party, then Licensors agree to promptly notify Licensee of such decision; and thereafter, Licensee shall have the sole and exclusive right to enforce the Patents and the Licensed Technology against such third party solely at its expense and any and all recoveries from such third party shall be awarded solely and exclusively to Licensee.

11.4 Licensors retain the sole right and obligation to file and prosecute Patent applications and maintain and renew Patents related to the Licensed Technology. Licensors will discuss decisions regarding such matters with Licensee, and shall provide Licensee with copies of all U.S. patent applications and renewals and foreign counterpart applications, including any amendments thereto, and any other filings and correspondence with U.S. and foreign patent offices pertaining to the Patents and the Licensed Technology. Licensors shall file all requisite paperwork and fees with the United States Patent and Trademark Office to cause the renewal of the Patents on or before the renewal date thereof. In the event that Licensors shall determine, for any reason, not to file and prosecute Patent applications and maintain and renew Patents related to the Licensed Technology, then Licensors agree to promptly notify Licensee of such decision, or if Licensors shall fail for any reason to file and prosecute Patent applications and maintain and renew Patents related to the Licensed Technology, then Licensee shall have the sole and exclusive right to file and prosecute Patent applications and maintain and renew Patents related to the Licensed Technology. In the event that Licensee incurs any fees and expenses (including attorneys' fees and filing fees) upon the filing and prosecution of any Patent applications or for the maintenance and renewal of Patents related to the Licensed Technology, Licensee shall promptly remit to Licensors evidence of the fees and expenses paid by Licensee for such prosecution, renewal and/or maintenance, and within ten (10) calendar days of Licensors' receipt of such evidence, Licensors shall remit to Licensee the full amount of such fees and expenses incurred by Licensee therefor.

ARTICLE 12

Miscellaneous Provisions

12.1 All notices and other communications required to be given under this Agreement shall be in writing. All notices shall be deemed given and received (i) on the date of delivery when delivered by hand provided, however, that all notices concerning termination shall be effective only if mailed by certified or registered mail, return receipt requested, (ii) as of the following business day when notice is sent by receipted overnight courier, or (iii) as of three (3) business days after deposit in the United States Mail when notice is mailed by registered or certified mail, return receipt requested, first class postage prepaid, addressed as set forth below;

To Licensee: Timmerman SF, LLC
P.O. Box 367
Springfield, Nebraska 68059
Attn: James Timmerman
Tel No.: (402) 253-2218
Fax No.: (402) 253-8142

To Licensors: SafeFresh Technologies, LLC
9772 SE 41st Street
Mercer Island, Washington 98040
Attn: Anthony J. Garwood
Tel No.: +1 (503) 656 6400
Fax No.: +1 (503) 656 3530

AND American Beef Processing, LLC
8015 SE 28th Street, Suite 305
Mercer Island, WA 98040
Attn: Anthony J. Garwood
Tel No.: +1 (503) 656 6400
Fax No.: +1 (503) 656 3530

A Party may, by written notice to the other Parties, change the address to which notices shall be directed.

12.2 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEBRASKA, EXCLUDING ANY CONFLICT OF LAWS PROVISIONS WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT GOVERNED BY FEDERAL LAW. EACH PARTY IRREVOCABLY AGREES THAT THE UNITED STATES DISTRICT COURT OF THE DISTRICT OF NEBRASKA AND THE COURTS OF NEBRASKA SITTING IN DOUGLAS COUNTY, NEBRASKA SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY ACTION (INCLUDING ANY ACTION FOR INJUNCTIVE RELIEF AND FOR SPECIFIC PERFORMANCE AND OTHER EQUITABLE RELIEF) ON ANY CONTROVERSY ON OR IN RESPECT TO ANY ACTION ON ANY CONTROVERSY BROUGHT IN CONNECTION OR OTHERWISE ON OR UNDER THIS AGREEMENT OR IN RESPECT TO THE LICENSE, INCLUDING ANY RIGHTS OF LICENSE, GRANTED BY THIS AGREEMENT.

EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVES ANY OBJECTION THAT IT MIGHT HAVE TO SUCH COURTS BEING NOMINATED AS THE FORUM TO HEAR AND DETERMINE ANY SUCH ACTION. EACH PARTY AGREES NOT TO CLAIM THAT ANY SUCH COURT IS NOT A CONVENIENT OR APPROPRIATE FORUM. EACH PARTY AGREES THAT NOT ONLY MUST ANY SUCH ACTION BE BROUGHT IN SUCH COURTS BUT ANY SUCH ACTION MUST ALSO BE CONTINUALLY MAINTAINED IN SUCH COURTS. WITHOUT LIMITATION TO ANY OF THE FOREGOING, EACH PARTY AGREES THAT SUCH COURTS HAVE POWER UNDER THE LAW OF NEBRASKA TO ENTERTAIN ANY SUCH ACTION, THAT NEBRASKA IS A REASONABLY CONVENIENT PLACE FOR THE TRIAL OF ANY SUCH ACTION, AND THAT THIS CHOICE OF FORUM AGREEMENT WAS NOT OBTAINED BY MISREPRESENTATION, DURESS, THE ABUSE OF ECONOMIC POWER, OR OTHER UNCONSCIONABLE MEANS. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS ENTERED INTO IN DOUGLAS COUNTY, NEBRASKA. NO RIGHT OR REMEDY CONFERRED UPON OR RESERVED TO EITHER PARTY BY THIS AGREEMENT OR THE LICENSE IS INTENDED TO BE, NOR SHALL BE IT BE DEEMED TO BE, EXCLUSIVE OF ANY OTHER RIGHT OR REMEDY IN RESPECT TO THIS AGREEMENT OR TO THE LICENSE OR BY LAW OR EQUITY PROVIDED OR PERMITTED, BUT EACH SHALL BE CUMULATIVE OF EVERY OTHER RIGHT OR REMEDY. NOTHING IN THIS AGREEMENT OR THE LICENSE SHALL BAR A PARTY'S RIGHT TO OBTAIN INJUNCTIVE RELIEF AGAINST THREATENED CONDUCT UNDER GENERAL PRINCIPLES OF EQUITY, INCLUDING THE APPLICABLE PRINCIPLES FOR OBTAINING RESTRAINING ORDERS, PERMANENT AND PRELIMINARY INJUNCTIONS. EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY ACTION ON A CONTROVERSY BROUGHT ON OR UNDER THIS AGREEMENT OR IN RESPECT TO ANY RIGHTS OF LICENSE GRANTED BY THIS AGREEMENT.

12.3 Notwithstanding any other provision in this Agreement to the contrary, to the maximum extent permitted by applicable law, no Party shall be liable to another Party under this Agreement for any of the following categories of Loss (whether by application of any provision of this Agreement or otherwise under any theory of recovery whatsoever, including by reason of strict liability, tort, contract, subrogation, contribution, indemnity, breach of or default in any provision of this Agreement, breach of any warranty made in or in furtherance of this Agreement) for any claim and each Party hereby waives and releases each of the other Parties from any liability therefor: (a) loss of profit, loss of revenue, loss of goodwill, loss of use, loss of opportunity, down time costs, the costs of obtaining or maintaining finance (in all cases, whether direct, indirect, special, incidental or consequential); or (b) any other indirect, special, incidental, consequential or punitive damages, costs, losses or expenses of whatever nature. All such limitations on remedies expressed in this Agreement, as well as waivers of subrogation rights, shall apply, to the maximum extent permitted by law notwithstanding the fault, negligence (whether active, passive, joint, or concurrent), strict liability or other theory of legal liability of the Party against which the liability is asserted, including any claims resulting from any gross negligence or willful misconduct of any Party to the extent prohibited by law.

12.4 THE PARTIES ACKNOWLEDGE AND AGREE THE TERMS AND CONDITIONS OF THIS AGREEMENT HAVE BEEN FREELY, FAIRLY, AND THOROUGHLY NEGOTIATED. FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE SUCH TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WAIVERS, ALLOCATIONS OF, RELEASES FROM, INDEMNITIES

AGAINST, AND LIMITATIONS OF LIABILITY, WHICH MAY REQUIRE CONSPICUOUS IDENTIFICATION, HAVE NOT BEEN SO IDENTIFIED BY MUTUAL AGREEMENT AND THE PARTIES HAVE ACTUAL KNOWLEDGE OF THE INTENT AND EFFECT OF SUCH TERMS AND CONDITIONS. EACH PARTY HAS CAREFULLY REVIEWED THESE PROVISIONS AND AGREES THAT THESE PROVISIONS ARE CONSPICUOUS AND THAT EACH PARTY HAS FAIR NOTICE OF SUCH PROVISIONS. EACH PARTY ACKNOWLEDGES THAT IN EXECUTING THIS AGREEMENT IT IS RELYING SOLELY ON ITS OWN JUDGMENT, BELIEF, AND KNOWLEDGE, AND SUCH ADVICE AS IT MAY HAVE RECEIVED FROM ITS OWN COUNSEL, AND IT HAS NOT BEEN INFLUENCED BY ANY REPRESENTATION OR STATEMENTS MADE BY ANY OTHER PARTY OR ITS COUNSEL. NO PROVISION IN THIS AGREEMENT IS TO BE INTERPRETED FOR OR AGAINST ANY PARTY BECAUSE THAT PARTY OR ITS COUNSEL DRAFTED SUCH PROVISION.

12.5 This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and the License herein granted. No prior, contemporaneous, or subsequent verbal understandings or representations shall be admissible to vary, contradict, modify, or supplement the terms of this Agreement or operate as a waiver of any provision of this Agreement. This Agreement may be amended, changed, or modified only by a writing signed by all Parties, and no course of dealing, course of performance, or usage of trade shall be admissible to supplement or explain any of its provisions.

12.6 If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision, covenant or condition shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, unless to do so would substantially destroy the fundamental purpose of this Agreement. Notwithstanding any other provision in this Agreement, it is intended that the provisions of this Agreement shall apply only to the extent permitted by applicable law, and nothing in this Agreement shall be construed to avoid, circumvent, or be contrary to the requirement of any provision of law which may be applicable to this Agreement, the License, or the exercise of any right, remedy, or recourse of any Party in respect thereto. The Parties intend that in all events, the requirements of any applicable provision of law shall prevail in the event of any conflict between this Agreement and any such provision.

12.7 Whenever used in this Agreement, the word "Exhibit" shall mean and refer to those Exhibits referred in and attached to this Agreement. All Exhibits to this Agreement are integrated with and made a part of this Agreement by any reference in this Agreement. The Exhibits shall be applicable to construe the terms of the Agreement and to determine the intent of the Parties. However, the terms of this Agreement shall take precedence over the provisions in the Exhibits in the event of an inconsistency.

12.8 This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same instrument. An electronic transmission or other facsimile of this Agreement shall be deemed an original and shall be admissible as evidence of the Agreement and the signer's execution.

12.9 The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof.

12.10 This Agreement and all rights and obligations under this Agreement shall be binding upon Licensors and their respective successors and assigns, and shall inure to the benefit of Licensee and its successors and assigns.

12.11 Licensee shall not be deemed to have waived any of Licensee's rights or remedies in respect to this Agreement or the License unless such waiver shall be in writing and signed by Licensee. No delay or omission on the part of Licensee in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of Licensee in respect to this Agreement or in respect to the License shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as Licensee deems expedient.

12.12 Whenever used in this Agreement, the term: "include", "included", "including" and words of similar import shall be construed as followed by the words "without limitation" whether or not so specified; "Party" shall mean and refer to Licensee, ABP or SFT, individually; and "Parties" shall mean and refer to Licensee and Licensors, collectively.

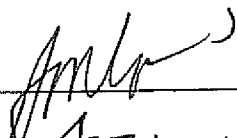
12.13. Whether or not expressly stated therein, all provisions of Article 4, Article 5, Article 6, Article 7, Article 8, Section 12.2, Section 12.3 and Section 12.4, and this Section 12.13 shall expressly survive the expiration of the Term or the termination of this Agreement. Without limitation to the preceding sentence or any other provision of this Agreement and notwithstanding any such other provision, the Parties intend that all provisions of this Agreement, whether or not so specified, shall be construed to survive the expiration of the Term or the termination of this Agreement as may be necessary or appropriate in order to give effect to the License, any of Licensee's rights, remedies or recourse in respect to the License or otherwise under this Agreement, including any express warranty or representation of a Party made in this Agreement and any express limitation of liability.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]


IN WITNESS WHEREOF, each Party has caused this Agreement to be duly authorized, executed and delivered.

LICENSOR:

SAFEFRESH TECHNOLOGIES, LLC,
a Delaware limited liability company

By: 
Name: ANTHONY J. GARWOOD
Its: PRESIDENT & CEO
Date: 4-11-2011

AMERICAN BEEF PROCESSING, LLC,
a Delaware limited liability company

By: 
Name: ANTHONY J. GARWOOD
Its: PRESIDENT & CEO
Date: 4-11-2011

LICENSEE:

TIMMERMAN SF, LLC,
a Nebraska limited liability company

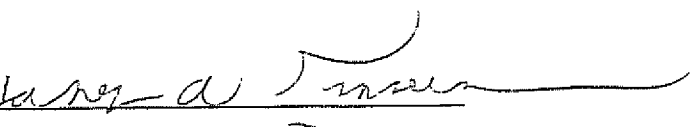
By: 
Name: James A Timmerman
Its: Member
Date: 4/12/11

EXHIBIT A

Meat Processing Technology

AUTOMATED, ANOXIC, GROUND BEEF PRODUCTION SYSTEM WITH INTEGRATED PATHOGEN DEACTIVATION	
PHASE I	PROCESS SEQUENCES AND EQUIPMENT
PHASE 2	INTEGRATED, ANOXIC, PATHOGEN DEACTIVATION
1A	Selected Boneless Beef System "In-put" from source [typically 70% x 50's; and, 30% x 65's blend];
1	Receive Boneless Beef (trim);
2	Visual Inspection
3	Conveyor transfer direct to dicer
3-I	Beef Transfer to load cell mounted holding Hopper, located above AutoClave
2A	AUTOCLAVE PATHOGEN DEACTIVATION
3-II	Multiple, sequenced Sub <-> Super Critical CO2
3-III	Vacuumdehydration/ Temp control- transfer to dicer
4	In-Line Dicing Equipment - Beef "size reduced" to 1/2" x 3/4" x >3"
5	L-CO2 Beef Chill: Fat temp. <26.0°F to >5°F; Lean temp = >26.0°F
6	Chilled Diced Beef Processing Rollers - "Bond Breaking"
6A	ROTARY VALVE
7	Mass Flow controlled "In-feed" to Separation manifold
9A	CARBONIC ACID SOURCE
9	VFD Controlled PD Waukesha Pump
10	Coriolis Analysis Instrument to measure Mass Flow, Temperature and density;
11	Combine Carbonic Acid (3 parts) with Broken beef
12	VFD Controlled PD Waukesha Pump
13	Coriolis Analysis Instrument to measure Mass Flow, Temperature and density;
14	SEPARATION MANIFOLD
15	lean stream transferred to delivered to customers
16	Fat Stream Transfer to Tallow processing
17	Coriolis Analysis Instrument of Lean Stream
18	LIQUID SEPARATION and Lean Stream transfer to Pressurized Centrifuge -
19	Lean Stream transfer to Pressurized//Vac Dehyd. load cell "holding" vessel
20A	PACKAGED LEAN TRIM
20	Lean Beef Filler & Chub, Case-ready Packaging, pattie production
29	Lean beef delivered to customers
21	Tallow Stream Transfer via VFD Controlled PD Pump [Waukesha or Sine]
22	Continuous Stream of Tallow transferred through a Coriolis density, temperature and mass flow Analysis instrumen
23	Tallow stream transfer to a Pressure regulated, Fat separation vessel load cell mounted
24	Separation of Tallow from fluid after Stratification In fluid. Tallow extracted via pipe end located in accumululated tall
25	Low Temperature (Edible Tallow) Triglyceride extraction from Tallos Stream;
30	EDIBLE TALLOW DELIVERED TO CUSTOMERS.
SPENT LIQUID, [CARBONIC ACID AND WATER DISPOSAL] WITH CARBON DIOXIDE RECOVERY	
26A	DISPOSAL OF SPENT FLUID FROM CENTRIFUGE TO SEWER;
26	Spent fluid Stream Transfer via VFD Controlled PD Pump [Waukesha]
27	Continuous Stream of Tallow transferred through a Coriolis density, Temperature and mass flow Analysis instrumen
28	Spent water to waste or recycle; Carbon dloixde recovery

EXHIBIT B

Patents

<u>Title/ Owner</u>	<u>Country/ Inventors</u>	<u>Application No./ Date Filed</u>	<u>Patent No./ Issue Date</u>	<u>Exp. Date</u>	<u>Description</u>
Antimicrobial Ultraviolet Device	USA A.J.M Garwood	61/303185 2/10/2010			An antimicrobial UV device comprises a centrally disposed transparent tube through which is transferred a blend of liquid CO2 and ground beef comprising a suspension wherein the clear liquid CO2 is arranged to be maintained at a pressure and temperature such that the specific gravity of the ground beef and CO2 is approximately the same. In this way, the CO2 carries the ground beef particulates such that the space between them is filled with clear liquid CO2. The suspension is transferred through the tube. Several UVC generating tubes are located in a fixed vertically disposed position with reflectors. A rigid frame member holds the assembly in position around the centrally disposed tube carrying the fluid suspension.
Continuous Production and Packaging of Perishable Goods in Low Oxygen Environments Owner: SafeFresh Technologies, LLC	USA A.J.M Garwood	10/368933 2/14/2003	7575770 8/8/2009	12/1/2020	A method is provided for tacking ground meat to the animal or animals from which the meat was harvested. The method includes obtaining animal portions that have information that is associated with the animal portions. The animal portions are loaded into a conduit or a vessel that includes a meat grinder. The amount of portions entering the conduit or the vessel are measured. The portions are ground into ground meat, and the amount of ground meat leaving the conduit is again measured. With the aid of a computer, when the amount of ground meat leaving the conduit corresponds to an amount of the portions that enter the conduit, the information that had been associated with the unground animal portions can also be associated with the ground meat.

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EXHIBIT B

<u>Title/ Owner</u>	<u>Country/ Inventors</u>	<u>Application No./ Date Filed</u>	<u>Patent No./ Issue Date</u>	<u>Exp. Date</u>	<u>Description</u>
Decontamination Methods for Meat Using carbonic Acid at High Pressures Owner: SafeFresh Technologies, LLC	USA A.J. Garwood	12/968045 12/14/2010			The process involves injection of meat into a conduit with a screw blender and transfer means at a known flow rate and a measured quantity of liquid carbon dioxide and water at 32 degrees F is also injected. At these high pressures, carbon dioxide and water forms carbonic acid which lowers the pH to about 3.7. Under STP, carbon dioxide and water form a mild acidic solution with a pH of about 6.0. The meat is mixed for about 90 seconds in thr reduced pH solution, killing bacteria and pathogens. A method and apparatus for separating lean meat and/or fat from lean meat containing material, including combining a particulate material with fluid carbon dioxide. The material and fluid is introduced into vessel and is separated into low density and high density factions. The material from the low density fraction is removed via an outlet and has a higher percentage of fat than the material introduced into the vessel. The material from the high density fraction is removed via an outlet and has a higher percentage of lean meat than the material introduced into the vessel. The vessel can include a centrifuge bowl or an inclined vessel. Separation is achieved via gravity or the application of an artificial force field, such as centrifugal force, to separate particulates high in density from those low in density.
Harvesting Oil from Fatty Meat Materials to Produce Lean Meat Products and Oil for Use in Bio-Diesel Production	USA A.J.M Garwood N.J. Garwood	12/520802 1/12/2010			
Method and Apparatus for Sanitizing Perishable Goods in Enclosed Conduits Owner: SafeFresh	USA A.J.M. Garwood	10/027929 12/20/2001	6866832+3/15/2005	7/19/2018	The invention is related to a vessel comprising apparatus for mixing goods with an agent and separating goods from an agent. The apparatus includes a mixing section for mixing goods with an agent. The apparatus includes a vertically disposed conduit with an inlet and outlet for goods and an inlet and outlet for an agent. The conduit also comprises a

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<u>Title/ Owner</u>	<u>Country/ Inventors</u>	<u>Application No./ Date Filed</u>	<u>Patent No./ Issue Date</u>	<u>Exp. Date</u>	<u>Description</u>
Technologies, LLC					first screw conveyor within the conduit to compress the goods while transferring the goods through the conduit, and a second tapered screw conveyor section above the first screw conveyor section. The inlet for the agent is above the tapered screw conveyor section and the outlet for the agent is below the tapered screw conveyor section.
Method for Controlling Water Content with Decontamination in Meats Owner: SafeFresh Technologies, LLC	USA A.J. Garwood	11/589320 10/26/2006			A method for controlling water content in meats includes estimating or measuring the amount of water loss that occurs throughout the normal course of meat processing, and adding the predicted amount of water loss in combination with a processing aid, such as carbon dioxide. The method has the advantage of preserving the original weight of the meat and thus, reduces the yield losses due to evaporation. One embodiment of the method uses a tracking system to determine the predicted water content based on the origin of the meat.
Method for Separating Bone Fragments and Tallow From a Single Ingredient Stream of Beef by Controlling the Froxen Condition of the Beef and Immersing in Carbonic Acid at Elevated Pressures	USA A.J.M Garwood	61/302802 2/9/2010			A method for separation of lean meat from tallow (fat) disclosed. The method freezes the beef product and sends the frozen product through rollers to crush the product. The result are fragments, generally, comprising mostly all beef or all fat. These frozen particles are then immersed in liquid carbon dioxide and the pressure is controlled to adjust the density so that the fat will float in the liquid and the lean meat will settle to the bottom.
Method for Separating Meat Components Via Centrifuge Owner: SafeFresh	Canada A.J. Garwood	2,589,649 12/2/2005			The process involves injection of meat into a conduit with a screw blender and transfer means at a known flow rate and a measured quantity of liquid carbon dioxide and water at 32 degrees F is also injected. At these high pressures, carbon dioxide and water forms

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<u>Title/ Owner</u>	<u>Country/ Inventors</u>	<u>Application No./ Date Filed</u>	<u>Patent No./ Issue Date</u>	<u>Exp. Date</u>	<u>Description</u>
Technologies, LLC					carbonic acid which lowers the pH to about 3.7. Under STP, carbon dioxide and water form a mild acidic solution with a pH of about 6.0. The meat is mixed for about 90 seconds in the reduced pH solution, killing bacteria and pathogens.
Method of Separating Meat Components Via Centrifuge	USA A.J. Garwood	11/720594			A centrifuge has an inner and an outer screw. The outer screw transfers material towards a cone-shaped section that leads to an outlet of the centrifuge. A mixture of meat components, liquid carbon dioxide, gas, and optionally water, is spun in the centrifuge. The dense components, such as lean meat, will accumulate away from the axis of rotation and be transferred by the outer screw towards the cone-shaped section. The less dense components, such as fat and adipose tissue, accumulate toward the center of rotation, and are transferred toward an outlet of the centrifuge via the inner screw. Gas accumulates in the proximity of the cone-shaped section and impedes liquid carbon dioxide from exiting with the dense components. The centrifuge is pressurized, which maintains carbon dioxide as a liquid.
Methods for Separating Tallow from a Single Ingredient Stream of Boneless Beef Using Liquid Carbon Dioxide and Carbonic Acid Owner: SafeFresh Technologies, LLC	USA A.J.M. Garwood	10/868394 6/15/2004	7666456 2/23/2010	4/11/2027	A measured amount of meat is introduced into a first vessel via an input positive displacement pump at a first port. A measure blend of carbon dioxide with a proportionate quantity of water in liquid phase is introduced into the vessel and mixed with the meat so as to ensure the surfaces of the meat are covered and fully immersed in the solution. The meat is blended for a period of time as it is transferred through the vessel so as to ensure that any bacteria present at the meat surfaces is either killed or injured. The meat is then allowed to settle and stratify such that fat portions "float" to the upper side of the pressure vessel thereby

<u>Title/ Owner</u>	<u>Country/ Inventors</u>	<u>Application No./ Date Filed</u>	<u>Patent No./ Issue Date</u>	<u>Exp. Date</u>	<u>Description</u>
<p>Methods for Separating Tallow from a Single Ingredient Stream of Boneless Beef Using Liquid Carbon Dioxide and Carbonic Acid</p> <p>Owner: SafeFresh Technologies, LLC</p>	<p>USA A.J.M. Garwood</p>	<p>12/697592 2/1/2010</p>			<p>creating a "fat" layer within the vessel and any lean portions have descended to the lower side of the pressure vessel to create a "lean" layer. The fat layer is then removed via a pump such as a positive displacement pump shown in FIGURE 506 herein above. The vessel is operated at an elevated pressure and lowered temperature such as 550psig to 750psig and about 38 degrees F.</p> <p>A measured amount of meat is introduced into a first vessel via an input positive displacement pump at a first port. A measure blend of carbon dioxide with a proportionate quantity of water in liquid phase is introduced into the vessel and mixed with the meat so as to ensure the surfaces of the meat are covered and fully immersed in the solution. The meat is blended for a period of time as it is transferred through the vessel so as to ensure that any bacteria present at the meat surfaces is either killed or injured. The meat is then allowed to settle and stratify such that fat portions "float" to the upper side of the pressure vessel thereby creating a "fat" layer within the vessel and any lean portions have descended to the lower side of the pressure vessel to create a "lean" layer. The fat layer is then removed via a pump such as a positive displacement pump shown in FIGURE 506 herein above. The vessel is operated at an elevated pressure and lowered temperature such as 550psig to 750psig and about 38 degrees F.</p>

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<u>Title/ Owner</u>	<u>Country/ Inventors</u>	<u>Application No./ Date Filed</u>	<u>Patent No./ Issue Date</u>	<u>Exp. Date</u>	<u>Description</u>
Packages and Methods for Processing Food Products Owner: SafeFresh Technologies, LLC	USA A.J.M. Garwood	10/385158 3/7/2003	7205016 4/17/2007	3/13/2017	Packages include tray with web applied over the top. The web may be gas permeable. The package may be inserted in a master package with an inert atmosphere. A second gas impermeable web may be used to seal the package and prevent intrusion of air/oxygen.
Processing Meat Products Responsive to Customer Orders Owner: SafeFresh Technologies, LLC	USA A.J.M. Garwood	10/369079 2/14/2003	7415428 8/19/2008	6/8/2019	Processor servers receive customer orders via the Internet for meat products with specific characteristics. The server provides meat processing instructions, and packaging instructions based on the customer order, weather information, historic information and transpiration information.
Separation of Fatty Materials to Produce Lean Meat Products	USA A.J. Garwood	11/911338 10/9/2008			A method and apparatus for separating lean meat and/or fat from lean meat-containing material, including combining a particulate material with fluid carbon dioxide. The material and fluid is introduced into a vessel and is separated into low density and high density fractions. The materials from the low density fraction is removed via an outlet and has a higher percentage of fat than the material introduced into the vessel. The material from the high density fraction is removed via an outlet and has a higher percentage of lean meat than the material introduced into the vessel. The vessel can include a centrifuge bowl or an inclined vessel. Separation is achieved via gravity or the application of an artificial force field, such as centrifugal force, to separate particulates high in density from those low in density.
Tray with Side Recesses and Channels for Gas Transfer	USA A.J.M. Garwood	10/384874 3/7/2003	7093734 8/22/2006	8/3/2019	Packaging methods and apparatus for bonding a lidding web to a tray web, characterized in the lidding web is placed under tension in both the longitudinal and lateral directions before being bonded to a tray

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<u>Title/ Owner</u>	<u>Country/ Inventors</u>	<u>Application No./ Date Filed</u>	<u>Patent No./ Issue Date</u>	<u>Exp. Date</u>	<u>Description</u>
Owner: SafeFresh Technologies					web. A tray web having recesses and channels that form a conduit when the tray web is overlapped with a lidding web is provided. A lidding web has microperforations to control the transfer of gasses.
Treatment to Reduce Microorganisms with Carbon Dioxide by Multiple Pressure Oscillations Owner: SafeFresh Technologies, LLC	USA A.J.M. Garwood	12/627931 11/30/2009			The present invention provides a reliable, reproducible, and effective antimicrobial process, for reduction of the population of pathogens, such as E. coli 0157:H7 that can be present with goods intended for human consumption, such as ground beef. The present process provides a low-cost procedure that uses a solid, liquid, and/or gas agent, such as carbon dioxide. In one embodiment of the present invention, carbon dioxide is in direct contact with the goods during a rapid phase change. Pressure and temperature of the carbon dioxide can be adjusted to optimize the process.

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