

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Order Granting Plaintiff's Motion for Default Judgment Against Defendant Louis S. Polster
CONVEYING PARTY DATA	
Name	Execution Date
Louis S. Polster	06/17/2008
RECEIVING PARTY DATA	
Name:	National Pasteurized Eggs, Inc.
Street Address:	2963 Bernice Road
City:	Lansing
State/Country:	ILLINOIS
Postal Code:	60438
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5916617
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ATTORNEY DOCKET NUMBER:	91508-736457
NAME OF SUBMITTER:	Jonathan D. Link, Reg. No. 41,548
Total Attachments: 4 source=Order#page1.tif source=Order#page2.tif source=Order#page3.tif source=Order#page4.tif	

OP \$40.00 5916617

VIRGINIA:
IN THE CIRCUIT COURT FOR FAIRFAX COUNTY

NATIONAL PASTEURIZED EGGS, Inc.,

Plaintiff,

v.

LOUIS POLSTER

2205 Mathas Road
Alexandria, VA 22307,

Defendant.

CASE NO. CL2007-12336

[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
DEFAULT JUDGMENT AGAINST
DEFENDANT LOUIS S. POLSTER

The Court, having considered the Plaintiff's Motion for Default Judgment, as well as the evidence submitted by the Plaintiff in support thereof, hereby makes the following rulings:

1. Defendant Louis S. Polster has failed to appear in this action or to otherwise respond to or oppose Plaintiff's efforts to prosecute this action, despite that Plaintiff expended significant efforts to locate Defendant Polster to notify him of the action against him and the preliminary relief sought by Plaintiff.
2. Service of process of the Complaint and Plaintiff's Motion for Default Judgment was properly effected on Defendant.
3. The factual allegations set forth in the Verified Complaint and the October 18, 2007 Affidavit of Gregory M. West are deemed to have been admitted by Defendant, said allegations including, but not limited to the following:

a. Plaintiff NPE is a party to the August 7, 1995 license agreement ("License Agreement") originally entered into between Pasteurized Eggs, L.P. ("PE-LP") and Defendant Polster. Plaintiff NPE stepped into the shoes of PE-LP in the License Agreement by virtue of a Sale Order entered by the United States Bankruptcy Court for the District of New Hampshire.

b. Defendant Polster is in material breach of his duties under the License Agreement to prosecute and maintain the patents and patent applications licensed by NPE under the License Agreement, which had resulted in numerous patent properties being in imminent danger of irrevocably lapsing.

c. Defendant's dereliction created a high likelihood that Plaintiff would suffer irreparable harm to at least the intellectual property it licensed from the Defendant, Plaintiff's competitive advantage, and Plaintiff's brand, both in the United States and in the countries in which Plaintiff intends to do business under the protection of the licensed patents, unless judicial intervention was obtained from this Court.

d. The relief Plaintiff seeks from this Court will not harm Defendant Polster, where the relief Plaintiff seeks will maintain or increase the royalties to be paid to Defendant Polster, and where the royalties to Defendant Polster would likely decrease if the relief Plaintiff seeks is not granted.

e. It is in the public interest to grant the relief Plaintiff seeks because the public has an interest in enforcing parties' agreements, and not diminishing the value conveyed by the License Agreement or the competitive advantage of a party to the License Agreement.

In view of the foregoing, the Court hereby GRANTS Plaintiff's Motion for Default Judgment as follows:

1. Plaintiff is hereby granted complete ownership, including the complete right, title, and interest, to the exclusion of Defendant, over the following licensed patent properties, and is empowered to make any and all decisions respecting the licensed patent properties (including all

related applications, continuations, divisionals, foreign counterparts, and any patents issued from any of them) and having all the rights of in the patent properties formerly held by the Defendant, Louis S. Polster, regarding all aspects of the patent properties, including prosecution and maintenance of the licensed patent properties:

Country	Application No.	Application Date	Grant No.
Australia	19990022034	23-Dec-98	732,534
Brazil	19980014577	23-Dec-98	
Canada	19982316954	23-Dec-98	
Canada	2175823	7-Nov-94	2,175,823
China	19980813546	23-Dec-98	
EPO	98966048	23-Dec-98	
Israel	IL19980137044	23-Dec-98	
Japan	2000-0526132	23-Dec-98	
Mexico	2000PA06548	23-Dec-98	229,633
PCT	PCT/US1998/27303	23-Dec-98	
PCT	PCT/US94/12790	7-Nov-94	
PCT	PCT/US98/27306	23-Dec-98	
PCT	PCT/US98/27304	23-Dec-98	
PCT	PCT/US98/27305	23-Dec-98	

2. Plaintiff is ordered to pay all royalties due to Defendant under the License Agreement into a separate interest-bearing account to be held in trust for the benefit of Defendant, provided that Defendant contact the Plaintiff to claim the royalties within five (5) years of the date of this Order. If Defendant fails to claim the royalties within the five year period, the royalties shall become the property of Plaintiff or its successors or assigns.

3. Defendant is permanently enjoined from taking or not taking any action that would or could diminish the present or future value of the patent properties hereby transferred to Plaintiff.

4. Defendant is permanently enjoined from interfering in any way whatsoever with Plaintiff's efforts to prosecute and maintain the patent properties hereby transferred to Plaintiff, and Defendant is further permanently enjoined from communicating with any attorney or patent office for the purpose of interfering with or intervening in Plaintiff's efforts to prosecute and maintain the patent properties hereby transferred to Plaintiff.

5. Plaintiff is awarded its reasonable attorneys fees and costs incurred in connection with bringing this action against Defendant in the amount of \$ 14, which Plaintiff may deduct from the royalty payments being held in trust by Plaintiff.

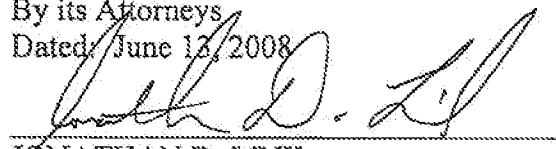
Dated this 17 day of June, 2008


Jonathan C. Innes
Fairfax County Circuit Judge

WHEREFORE, your Plaintiff respectfully requests that this Court enter this order against the Defendant, LOUIS S. POLSTER.

Respectfully submitted,
NATIONAL PASTEURIZED EGGS, Inc.
By its Attorneys
Dated: June 13, 2008

By:


JONATHAN D. LINK
(State Bar No. 42951)

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