

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of License Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Timmerman SF, LLC	03/01/2012
RECEIVING PARTY DATA	
Name:	SafeFresh Technologies, LLC
Street Address:	9772 SE 41st Street
Internal Address:	Attn: Anthony J. Garwood
City:	Mercer Island
State/Country:	WASHINGTON
Postal Code:	98040
Name:	American Beef Processing, LLC
Street Address:	8015 SE 28th Street, Suite 305
Internal Address:	Attn: Anthony J. Garwood
City:	Mercer Island
State/Country:	WASHINGTON
Postal Code:	98040
PROPERTY NUMBERS Total: 15	
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
Application Number:	12627931
PCT Number:	US0543507

CORRESPONDENCE DATA

Fax Number: (402)392-0816

Phone: 4023921250

Email: jrattner@akclaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jennifer Rattner

Address Line 1: 8712 West Dodge Road, Suite 300

Address Line 4: Omaha, NEBRASKA 68114

NAME OF SUBMITTER:

Jennifer Rattner

Total Attachments: 6

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REPLY TO SEATTLE OFFICE

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(206) 386-5018
khawes@vjgseattle.com

September 2, 2011

VIA EMAIL

Tom Tongue
Schwabe, Williamson & Wyatt
Pacwest Center
1211 SW 5th Ave., Suite 1900
Portland, OR 97204

Re: American Beef Processing, LLC ("ABP") and SafeFresh Technologies, LLC
("SFT")

Dear Tom:

This replies to your email this morning, to your letter of August 25, 2011, and to Greg's letter of August 18.

My clients disagree with the contentions in your correspondence that they are in default of any of their obligations to your client. They have in good faith made the payments demanded in Greg's letter; you have confirmed that their payments are current. They disagree that there are any other defaults under the note, as alleged in Greg's letter. They similarly reject the allegations in your correspondence that they are in default under the LOI.

In reply to the second paragraph of your email, and to your letter of August 25, my clients are not interested in the transaction described in your letter. On August 4, Timmerman SF ("TSF") made clear to my clients that it would only partially fund my clients' reasonable operating requirements, and that the funding that would be provided would be subject to new and unacceptable conditions. Since August 9, TSF and its agents have stated verbally and in writing to ABP's suppliers and service providers, employees, and others, that TSF had terminated all funding and its interest in an investment in ABP and SFT. Your letter of August 25 confirms that TSF is no longer interested in concluding that transaction with my clients.

On behalf of my clients, this confirms that ABP and SFT hereby terminate the Letter of Intent dated May 12, 2011, and is to notify TSF that ABP and SFT have elected to terminate the License Agreement dated as of January 7, 2011 between them and TSF.

Under the terms of the License Agreement and Secured Revolving Promissory Note, ABP and SFT have until the end of the Payment Period, 180 days from the date of this letter, to pay the outstanding amounts due to TSF described in the License Agreement. The balance of \$568,692.27 on the Secured Revolving Promissory Note will be paid to TSF within that period and ABP and SFT will remain current on monthly interest expense on this balance until it is paid off. TSF should note that the note balance has been reduced by \$10,000 that was mistakenly included in TSF's accounting as having been paid to your firm, but (1) until your letter stating to the contrary, Schwabe represented SFS, not TFS, and that payment was properly an obligation of SFS, which was to assume that note obligation in full and (2) the note states that the balance is payable only if TSF is required to pay Schwabe under a guaranty agreement with Schwabe, and my clients did not receive any notice that the guaranty had been called upon.

The amount due under Section 16.19 of the Equipment Lease Agreement will be paid by the end of the Payment Period.

The \$297,000 to be paid by the Licensor under Section 7.3(a) of the License Agreement will be paid no later than the end of the Payment Period, at which time the License Agreement will be terminated.

Please convey to TSF that pursuant to Section 7.3 of the License Agreement, during the Payment Period TSF may not use or practice the Licensed Technology and must comply with the confidentiality requirements of that agreement. This is also to remind TSF of its obligations under the Confidentiality Agreement dated July 27, 2011.

Please contact me if you have any questions.

Very truly yours,

VANDEBERG JOHNSON & GANDARA, LLP



Kinne F. Hawes

KFH:rh

cc: ABP/SFT



TOM TONGUE
Admitted in Oregon and Washington
Direct Line: 503-796-3747
E-Mail: ttongue@schwabe.com

January 26, 2012

Kinne F. Hawes
Vanderberg Johnson & Gandara, LLP
1201 Pacific Avenue, Suite 1900
P.O. Box 1315
Tacoma, Washington 98401-1315

Dear Kinne:

In your letter dated September 2, 2011, your clients, American Beef Processing, LLC ("ABP") and SafeFresh Technologies, LLC ("SFT"), exercised their right to terminate the License Agreement dated January 7, 2011 with Timmerman SF, LLC ("TSF"). This action, as acknowledged in your September 2, 2011 letter, obligates your clients to make certain payments on or before March 1, 2012. The table below sets forth the amounts due assuming payment is made on March 1, 2012.

Liquidated Damage Payment under Section 7.3 of the License Agreement	\$297,000.00
Entire balance of principal and interest owed pursuant to the Secured Revolving Promissory Note dated February 3, 2011	\$578,692.27
All amounts due under Section 16.19 of the Equipment Lease Agreement Dated February 7, 2001	\$ 38,721.00
TOTAL:	\$914,413.27

Payments should be made to the following account by wire transfer.

First National Bank Omaha, Nebraska

ABA# 104000016

Account # 110332493

My client expects full payment on or before March 1, 2011. If my client is not paid in full and on time, it will immediately initiate litigation to obtain a judgment and start foreclosure on its collateral. The costs of such collection actions will be added to the amounts owed. As you should recall, the failure to make payment also invalidates the termination of the license evidenced by the License Agreement. Hence, if your clients fail to make timely payment, my client will have the right to use their intellectual property pursuant to the License Agreement even if payment is made on a later date.

While my client is not obligated to notify your clients of their payment obligations and related matters, it has elected to do so as a courtesy and to avoid any dispute over the amounts owed and the deadline for payment.

Very truly yours,

Tom Tongue

TT:al

cc: Client



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March 1, 2012

VIA EMAIL, TELECOPIER, CERTIFIED MAIL

Tom Tongue
Schwabe, Williamson & Wyatt
Pacwest Center
1211 SW 5th Ave., Suite 1900
Portland OR 97204

Re: My Clients SafeFresh Technologies, LLC ("SFT") and American Beef
Processing, LLC ("ABP")

Dear Tom:

As Timmerman SF, LLC has not confirmed receipt of the wire payment of \$914,574.35 made to it by my clients pursuant to your letter to me of February 10, 2012, as amended by your email of February 21, 2012, this is to confirm that according to my clients' records that amount was timely paid in full to your client on February 29, 2012. Your client having been paid in full, the agreements between the parties and their respective rights and obligations thereunder, and my clients' Secured Revolving Promissory Note dated February 3, 2011 to your client, are terminated (except that Confidentiality Agreement dated July 27, 2011 and those provisions in the other documents that by their terms survive termination (including without limitation their confidentiality provisions)).

This is to request that your client promptly terminate all UCC-1 financing statements and all other instruments and documents filed or recorded by or on your client's behalf pertaining to my clients and their properties, including without limitation any USPTO filings or recordings, or authorize my client to terminate those filings and recordings. Please also return to me the original Secured Revolving Promissory Note, marked "Cancelled," and please send me your client's bill of sale to ABP for the equipment subject to the equipment lease.

If you have any questions, please contact me as soon as possible.

Very truly yours,

VANDEBERG JOHNSON & GANDARA, LLP

A handwritten signature in dark ink, appearing to read "Kinne F. Hawes", written over the printed name.

Kinne F. Hawes

KFH:rh

cc: ABP/SFT