

12/12/2013

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103664498

11-13-13

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies):

Prawnto Shrimp Machine Co. of Texas, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 6, 2013

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Sikes Acquisition LLC

Internal Address:

Street Address: 800 Larkspur Lane

City: Fort Worth

State: Texas

Country: USA Zip: 76112-1707

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

B. Patent No.(s)

5,569,065; 7,467,992; and 8,079,896

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: W. Thomas Finley

Internal Address: Suite 390

Street Address: 5500 Preston Road

City: Dallas

State: Texas Zip: 75205

Phone Number: 972.581.2880

Docket Number:

Email Address: tom@finleylawgroup.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$120.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name 12/12/2013 HTON11 00000045 5569065

01 FC:8021

120.00

9. Signature:

Tom Finley
Signature

November 13, 2013

Date

W. Thomas Finley

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Six

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Assignment of Patents

Assignment of Patents made as of the 6 day of November, 2013, by Prawnto Shrimp Machine Co. of Texas, Inc., a Texas for-profit corporation with its principal place of business at Richardson, Texas ("Assignor"), to Sikes Acquisition LLC, a Texas limited liability company with its principal place of business at Caddo Mills, Texas ("Assignee").

Recital

Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of September 10, 2013 (the "*Agreement*"), in accordance with which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the "Purchased Assets" (as defined in the Agreement), including, without limitation, the patents of Assignor. Under the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title, and interest in, to, and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "*Patents*").

Now, therefore, Assignor, for and in exchange for the payment of the Purchase Price (as defined in the Agreement), the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title, and interest in, to, and under the Patents, together with the goodwill of the business associated therewith and that is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, and in any other jurisdiction, to be held and

enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as they would have been held and enjoyed by Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents will be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

PRAWNTO SHRIMP MACHINE
CO. OF TEXAS, INC., a Texas
corporation

By: Donald R. Morris

Name: Donald R. Morris

Title: President

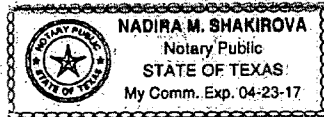
STATE OF TEXAS

COUNTY OF Dallas

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On this 6 day of November, 2013, before me, Donald R. Morris personally appeared Donald R. Morris, President of Prawnto Shrimp Machine Co. of Texas, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Nadira M. Shakirova
Notary Public in and for
The State of Texas

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PATENT

REEL: 032063 FRAME: 0941

SCHEDULE A

1. **Registered Patent: Shrimp deveining machine having precision cutting control**

U.S. Patent Registration No.: 5,569,065

Registration Date: October 29, 1996

2. **Registered Patent: Apparatus and method for belly-cutting shrimp**

U.S. Patent Registration No.: 7,467,992

Registration Date: December 23, 2008

3. **Registered Patent: Shrimp-cutting machine for cutting intermediate joints**

U.S. Patent Registration No.: 8,079,896

Registration Date: December 20, 2011