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### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7397627

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
FOOD AUTOMATION - SERVICE TECHNIQUES, INC.	10/25/1989

#### **RECEIVING PARTY DATA**

Name:	MICRO-TECHNOLOGY LICENSING CORPORATION
Street Address:	757 SE 17TH STREET, SUITE 1074
City:	FT. LAUDERDALE
State/Country:	FLORIDA
Postal Code:	33316

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	7877291
Patent Number:	D917152

#### **CORRESPONDENCE DATA**

**Fax Number:** (615)244-6804

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 615-244-6380

**Email:** patentdocket@wallerlaw.com

Correspondent Name: BLAKE M. BERNARD

Address Line 1: WALLER LANSDEN DORTCH & DAVIS, LLP

Address Line 2:511 UNION STREET, SUITE 2700Address Line 4:NASHVILLE, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	039106.18243
NAME OF SUBMITTER:	BLAKE M. BERNARD
SIGNATURE:	/Blake M. Bernard/
DATE SIGNED:	06/23/2022

#### **Total Attachments: 16**

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#### ARTICLES OF AMENDMENT OF AFTICLES OF INCORPORATION OF MICRO-TECHNOLOGY LICENSING CORPORATION

TO THE DEPARTMENT OF STATE STATE OF PLORIDA:

Pursuant to the provisions of Section 607.187 of the Florida General Corporation Act, as amended, the corporation hereinafter named does hereby adopt the following Articles of Amendment.

- The name of the corporation is TECHNOLOGY LICENSING CORPORATION.
- 2. The following is the amendment of the Articles of Incorporation of the corporation that has been adopted. Article FIRST thereof, which states the name of the corporation, is amended so as to read as follows:

PIRST: The name of the corporation (hereinafter called the corporation) is TECHNOLOGY LICENSING CORPORATION.

3. All of the directors of the corporation and all of the shareholders of the corporation entitled to vote adopted the foregoing amendment by signing a written statement, dated May 31, 1991, manifesting their intention to adopt the same.

Executed on May 31, 1991.

MICRO-TECHNOLOGY LICENSING CORPORATION

Koether

Its President

Koether

Its Secretary

Christian Koether Gmail.com Mar 24, 2020 09:24

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# AGREEMENT for ASSIGNMENT AND PROTECTION of INTELLECTUAL PROPERTY

THIS AGREEMENT is made effective October 25, 1989 (the "Effective Date") by, between and among: FOOD AUTOMATION - SERVICE TECHNIQUES, INC., a Delaware corporation ("FAST"); MICRO-TECHNOLOGY LICENSING CORPORATION, a Florida corporation ("TLC"); and BERNARD G. KOETHER, a resident of Florida ("BGK").

#### THE BACKGROUND of this Agreement is as follows:

- (A) FAST has developed and owns or controls all right, title and interest in and to certain patents, patent applications, trade secrets, known-how, show-how, copyrights, creative works, trademarks, and other proprietary or exclusionary rights and intellectual property, all of which is collectively referred to in this Agreement as the "Technology" and is more particularly defined in Section 12(h).
- (B) FAST is indebted to BGK for substantial amounts of unpaid compensation and unreimbursed expenses the payment of which, in order to improve the financial condition and working capital of FAST, BGK previously agreed could be temporarily withheld (the "Service Debt"). Because such agreed withholding the Service Debt has not been reflected in FAST's published financial statements, but nevertheless is a bona fide liability of FAST.
- (C) BGK intends to assign to TLC all of the Service Debt in exchange and as consideration for TLC's issuance to BGK of equity securities which, when so issued and delivered, will constitute all of the outstanding capital stock of TLC. In exchange for such assignment TLC intends to issue its capital stock to BGK and commit itself to issue no additional stock unless it is first offered to BGK.
- (D) TLC intends to surrender the Service Debt to FAST, by way of cancellation and discharge, in exchange and as consideration for FAST's assigning to TLC all the Technology. FAST is willing to effect such exchange.

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form of alienation or change in ownership of equity securities or any substantial legal or beneficial interest therein; or any other transaction or event that would result, or could reasonably be expected to result, in a person's ceasing beneficially to own or a person's acquiring beneficial ownership of TLC Stock. Such terms shall not include any sale, assignment or transfer of equity securities to BGK or his assignee or delegate.

(v) "TLC Stock" includes any class of equity securities which, under the articles of incorporation or similar charter document of TLC, entitles the owner or holder thereof ordinarily to vote in the election of directors of TLC, whether or not such securities are preferred as to the payment of dividends or the distribution of assets, on any liquidation or dissolution of TLC, over another class of equity securities of TLC.

#### 7. Assignment of Technology and Marks

- (a) Technology Transfer. By its execution and delivery of this Agreement, FAST hereby sells, assigns, transfers and sets over to TLC all of the Marks (defined in Section 12(d)) and the Technology, including all elements of the Technology within the scope of Protected Information (defined in Section 12(f)) or Inventions (defined in Section 12(c)), to have, to hold, and to enjoy the Technology, to TLC's own use and behoof absolutely, to the full end of the term or terms for which any letters patent included in the Technology may have been or may be granted, and any reissues, renewals and extensions thereof, and for such further time as the Protected Information does not become Public Information (defined in Section 12(g)) through an intentional act of TLC.
- (b) Infringement Rights. FAST further sells, assigns, transfers and sets over to TLC all claims, demands and causes of action, both at law and in equity, that FAST has or may acquire on account of any infringement of the Technology or on account of any breach of the obligations existing under the laws of contracts or otherwise pertaining to the confidentiality of Protected Information. FAST authorizes and empowers TLC to sue or collect for any such claims, demands or causes of action, acting in its own name or in the name of FAST, to the absolute use and benefit of TLC.
- 8. Release and Cancellation of Service Debt. In consideration for FAST's assignment of the Marks and the Technology to TLC, by its execution and delivery of this

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Agreement and as assignee and owner of the Service Debt, TLC assigns, transfers and surrenders the Service Debt to FAST, and relieves, releases and discharges FAST of and from, any and all liabilities, obligations or indebtedness which, in the absence of this Agreement, may entitle any person to collect, enforce or recover money or property in respect of the Service Debt. TLC further waives, relinquishes, surrenders, cancels and irrevocably disclaims and abandons any and all rights to be paid and any and all recoveries in respect of the Service Debt.

#### 9. Patent Office Assignment and License Agreement

- (a) Assignment. Within 5 days of the Effective Date, FAST shall execute and deliver to TLC an assignment of inventions, patents and patent applications forming parts of the Technology, suitable for recording in the U.S. Patent and Trademark Office (the "Assignment"). The form and content of the Assignment shall be as set forth in Exhibit A annexed to and forming a part of this agreement.
- (b) License Agreement. FAST and TLC shall, within 15 days of the Effective Date, execute and deliver a license agreement substantially in the form and content of Exhibit B annexed to and forming a part of this Agreement, and providing for TLC's grant to FAST, and FAST's acceptance of, a nonexclusive and nonassignable license to the Marks and the Technology, in exchange for FAST's undertakings to pay license fees and royalties based upon net sales of Systems (defined in Section 12(j) hereof) and sublicenses of System Software (defined in Section 12(j)(iii) hereof) and other items embodying, using or relying on the Technology (the "License Agreement").
- 10. Secrecy Obligation. The parties hereto agree that, except as expressly permitted by the License Agreement in respect of FAST's manufacture, use, sale, lease or sublicense of items embodying, using or relying upon the Technology, the parties hereto shall hold all Protected Information in strict confidence, shall not use Protected Information for the benefit of any person not entitled to such use under or pursuant to the License Agreement, and shall not disclose, publish or otherwise divulge Protected Information to any person not under an obligation of secrecy or confidentiality to the disclosing party no less restrictive than the License Agreement. The parties further agree to refrain from using, relying upon or disclosing Protected Information, except as permitted by the License Agreement or this Agreement, and to refrain from inducing any other person to use or disclose Protected Information.
  - 11. Documents and Compliance. FAST shall deliver to TLC forthwith all Documents (defined in Section 12(a)) in FAST's possession or under its control and relating to any of the

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Technology, including Protected Information, Nother of than Documents which FAST shall be entitled to retain under or by reason of the License Agreement, and all such Documents FAST may later receive but not be entitled to retain under the License Agreement or this Agreement. FAST shall comply with all applicable patent, copyright, trade secret and unfair competition laws as they relate to rights of TLC in the Marks and the Technology, including Protected Information.

- 12. Certain Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings hereinafter respectively assigned thereto (with terms defined in the singular having comparable meanings when used in the plural and vice versa):
  - (a) "Document" (when initially capitalized) includes all tangible forms of Information or forms embodying Information or from which Information may be derived, including, but not limited to, drawings, plans, specifications, blueprints, renderings, sketches, diagrams, flow charts, reports, instructional manuals and the like; laboratory, scientific, engineering or other technological notes, memoranda, records, photographics, and other graphics; equipment, models, prototypes, samples and the like; magnetic tapes and discs, microprocessor chips, read-only memories, microfiche, and other media containing or referring to any Information or from which any Information may be derived; database embodiments, computer hardware and firmware, and the like.
  - (b) "Information" (when initially capitalized) refers to all forms of knowledge or intelligence (whether or not recorded or reflected in a Document), including knowledge or intelligence encompassing, pertaining to, or relating to any Inventions, ideas, concepts, know-how, designs, formulae, or improvements, and mechanical, electrical, electronic data and other technical matters; processes, production methods, shop practices and product composition; assembly, application or performance data; production equipment and manufacturing techniques; marketing or sales matters; and general industrial, commercial or business matters. The term "Information" also encompasses knowledge or intelligence imparted by any type, kind, category or form of audible or visual communication media, including observation, measurement, testing, analysis or disassembly of any apparatus or composition of matter, including Documents.
  - (c) "Inventions" includes any and all discoveries, developments, innovations, and improvements, whether or not patentable, of or pertaining to computers, computer hard-

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ware, components of computer equipment, devices embodying or relying upon microprocessors, or any other apparatus, device or composition of matter.

- (d) "Marks" refers to all trademarks, service marks and trade names (whether or not registered or susceptible to registration), and all styles, logos, symbols and the like, used or usable in connection with the identification, description or characterization of Systems, System Software, or any hardware, equipment, apparatus, device, or component forming a part of or at any time adaptable for use in or with a System; all applications for state or federal registration of any such trademarks, service marks, trade names, styles, logos, symbols and the like, including the pending application for registration in the U.S. Patent and Trademark Office of the mark "Smart Commercial Kitchen".
- (e) "Person" means an individual, a corporation, a partnership, a trust or estate, an association or other unincorporated organization, or a government or any political subdivision thereof.
- (f) "Protected Information" means any Information which is not Public Information and which, directly or indirectly, pertains or relates in any manner, fashion or way to the Technology or any matter or thing encompassed thereby, including Systems and System Software.
- (g) "Public Information" means Information which has been intentionally and generally disclosed by FAST prior to the Effective Date through product display, sale, leasing or delivery, or through official announcement and disclosure, such as disclosure in issued patents. Public Information includes Information which can be demonstrated on the basis of substantial, uncontroverted documentary evidence to have been:
  - (i) intentionally and generally placed in the public domain by **FAST** on or prior to the Effective Date or by **TLC** after the Effective Date,
  - (ii) received from a third person having permission from **FAST** on or prior to the Effective Date, or from **TLC** after the Effective Date, to disclose such Information,
  - (iii) disclosed by **FAST** on or before the Effective Date, or by **TLC** after the Effective Date, to a third person without restriction, or

(iv) approved for release by written consent of **FAST** on or before the Effective Date, or by **TLC** after the Effective Date.

#### Public Information does not include Information which:

- (w) has been disclosed by **FAST** pursuant to agreements with any persons, including customers, employees and consultants, or under restrictions or duties implied by general law, imposing any obligation of secrecy, confidentiality or non-disclosure,
- (x) has been disclosed by a person in violation of any such agreement, restriction or duty,
- (y) has been disclosed by **FAST** inadvertently, or
- (z) has been disclosed by any person other than FAST without its express consent.
- (h) "Technology" means all Information, Inventions (whether patentable or unpatentable), Works, patents, copyrights, trade secrets, know-how, show-how, and other proprietary or exclusionary rights or intellectual property which on the Effective Date are owned, controlled or acquired by FAST, or are subject to its right or option to acquire, and pertain or relate to any (or any combination of) software, hardware, and related components used or useful in managing, controlling, or communicating to, from, and between, microprocessor-based cooking appliance controllers, environmental controllers or to any equipment or devices affecting or used or usable in any aspect of the operations of quick service restaurants, including, without limitation, the following:
  - (i) any and all interest which FAST has, may have, or may acquire in:
    - (x) the United States patents listed and described in Schedule I annexed to and forming a part of the Assignment, and any similar or comparable foreign patents;
    - (y) the applications for U.S. patents listed and described in Schedule I to the Assignment, and all other patent applications, whether U.S. or foreign, including all divisions, continuations and continuations in part thereof;

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- (z) all patents issuing on such applications as well as any reissues thereof and any foreign counterparts thereof;
- (ii) all System Software and copyrights on System Software, other software, and Works, and all comparable proprietary or exclusionary rights of any kind whatsoever, both U.S. and foreign, whether registered or unregistered, which at any time may be owned, controlled or acquired by FAST;
- (iii) all Protected Information, including any and all Information generated in the course of or as a result of research or development activities of FAST or of TLC (or both); and
- (iv) all transferable or assignable licenses or other rights that any person has granted or is to grant to **FAST** and entitling it to make, use, or sell any software, hardware, or computer component, to publish any creative work, or to use any trademark or service mark.
- (i) "Software" means any computer programs in source and object code (including without limitation system control programs, application programs, and program products), any instruction or plurality of instructions for controlling the operation of the central processing unit or subsidiary functions of a computer or microprocessor-based device, all elements of what is commonly referred to as computer software, including mathematical algorithms or formulae, whether or not encoded or restricted to machine readability, and all media, including Documents, on which any software is or may be transferred.
  - (j) "System" (when initially capitalized) refers to:
  - (i) each and all devices, apparatus, systems, and other compositions of matter covered by one or more claims of the patents or patent applications listed in Schedule I to the Assignment,
  - (ii) each and all devices, apparatus, systems and other compositions of matter encompassed by any of the Protected Information, and
  - (iii) all software used or usable in or in connection with any item or group of items described in division (i) or (ii) of this Section 12(j) ("System Software").

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Without limiting the foregoing, the term "System" includes a group of inter-connected computers or computerized devices that are referred to in the aggregate as the "Smart Kitchen" or "Smart Commercial Kitchen", have been developed or assembled by FAST, and are intended to control the operations of cooking appliances, climate control apparatus, and other electrical or electronic equipment used in the processing of food products and management of the environment of quick-service restaurants or comparable food or food-product dispensing establishments.

- (k) "Works" means any and all ideas embodied in a Document or Documents and other creative works, whether or not susceptible to copyright protection.
- provided for in or contemplated by this Agreement shall be in writing and shall be deemed effectively delivered upon the date of actual receipt if delivered by national overnight courier service; or on the date of transmission if sent by confirmed telefacsimile, electronic mail, or similar electrical or electronic facsimile transmission; or upon the date of first official delivery (or tendered delivery) specified in a returned receipt when mailed by registered or certified U.S. mail, postage and registry fees prepaid, in each case directed to the party for which such notice or other communication is intended at the address of such party set forth below:

#### If intended for FAST:

Food Automation - Service Techniques, Inc. 905 Honeyspot Road Stratford, Connecticut 06497 Attention: Mr. Alan E. Witt Vice President

#### If intended for TLC:

Micro-Technology Licensing Corporation No. 4A Turtle Creek Drive Tequesta, Florida 33458 Attention: President

#### If intended for BGK:

Mr. B. G. Koether No. 4A Turtle Creek Drive Tequesta, Florida 33458

14. Effect and Governing Law. This Agreement contains the entire understanding and agreement between FAST, TLC and BGK with respect to the matters and transactions contemplated

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hereby, and shall be governed by the laws of the State of Connecticut without regard to those of such laws as may rely upon or refer to the laws of any other jurisdiction for the resolution of conflicts of laws or for any other purpose.

- 15. Assignment, Amendment, and Persons Bound. This Agreement shall not be assignable by any party hereto and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by or on behalf of each of the parties hereto. This Agreement shall be binding upon and, subject to the preceding sentence, shall inure to the benefit of FAST, TLC, and BGK, and their respective successors, assigns, and legal representatives.
- 16. Waivers. Any omission or delay by any party hereto in exercising any right or power under this Agreement shall not impair such right or power or be construed to be a waiver of any breach or acquiescence therein, and any single or partial exercise of any such right or power shall not preclude other or further exercises thereof or the exercise of any other right or power, and no waiver shall be effective unless in writing and signed by such party and then only to the extent specified in such writing.
- 17. Further Action. At any time and from time to time after the Effective Date, on the request of any party hereto and without such party's having an obligation to provide further consideration, the other parties hereto shall duly execute, acknowledge and deliver to such requesting party all such further instruments and documents, and will take such other action consistent with the terms of this Agreement, as reasonably may be requested for the purpose of effectuating or perfecting the assignments, transfers and other matters or transactions contemplated hereby.

IN WITNESS WHEREOF, FAST, TLC and BGK have executed this Agreement, intending to be legally bound hereby, as of the Effective Date.

FAST:

INC.

FOOD AUTOMATION - SERVICE TECHNIQUES,

By:

A. A. Witt Its Vice President

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TLC:

MICRO-TECHNOLOGY LICENSING CORPORATION

ву:

B. G. Koether Its President

BGK:

B. G. Koether

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#### ISSUED PATENTS

U.S.			
PATENT NO.	ISSUED	INVENTORS	TITLE
3,732,468	5/8/73	Witt et al.	TIMING DEVICE FOR COOKING MEAT
3,866,472	2/18/75	Witt	PROBE ASSEMBLY
3,887,786	6/3/75	Koether et al.	MERCHANDISING DEVICE FOR MAINTAINING FOOD PRODUCT UNITS IN A UNIFORMLY HEATED CONDITION
3,950,632	4/13/76	Rivelli	PROBE MOUNTING APPARATUS
3,979,056	9/7/76	Barnes	MULTI-PRODUCT COOKING COMPUTER
4,036,955	7/19/77	Koether et al.	OVEN COOKING MONITOR FOR UNIFORMLY COOKING A PLURALITY OF FOOD ITEMS REQUIRING DIFFERENT COOKING TIME
4,077,690	3/7/78	Koether	SAFETY DEVICE FOR ELECTRICALLY AND MECHANICALLY COUPLING A TEMPERATURE- SENSITIVE PROBE TO A TIMING COMPUTER
4,113,623	9/12/78	Koether et al.	FILTER APPARATUS
4,320,285	3/16/82	Koether	PRIMARY THERMOSTAT USING COOKING COMPUTER TEMPERATURE PROBE WITH CONTROL TRANSFER UPON PROBE FAILURE
4,610,238	9/9/86	Veth	HEADER ASSEMBLY FOR DEEP FAT FRYING COOKING SYSTEM

#### SCHEDULE I

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4,644,931	2/24/87	Veth	HEADER ASSEMBLY FOR DEEP FAT FRYING COOKING SYSTEM
4,688,475	8/25/87	Witt et al.	COOKING APPARATUS
4,742,455	5/3/88	Schreyer	CONTROL SYSTEM FOR COOKING APPARATUS
4,782,445	11/1/88	Pasquini	CONTROL APPARATUS FOR COOKING APPARATUS
4,812,963	3/14/89	Albrecht et al	PLURAL COOKING COMPUTER COMMUNICATION SYSTEM
4,864,498	9/5/89	Pasquini et al.	STIR PROMPT APPARATUS

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	APPLI	CATIONS FOR U.S. PAT	ENTS
SERIAL NO.	FILED	INVENTOR	TITLE
228,242	8/4/88	Albrecht et al.	FOOD-PROCESSING APPARATUS
911,480	9/25/86	Albrecht et al.	FOOD-TEMPERATURE CONTROL SYSTEM
236,945	8/26/88	Maclin	AIR FILTRATION SYSTEM FOR DUCTED RANGE HOODS
119,680	11/12/87	Pasquini	TEMPERATURE PROBE ASSEMBLY FOR A DEEP FAT FRYER
114,563	10/29/87	Pasquini	PARAMETER CONTROL SYSTEM FOR AN OVEN
159,842	2/24/88	Koether et al.	COOKING APPARATUS
397,109	8/22/89	Waugh	TRANSFORMERLESS POWER CIRCUIT
351,021	5/12/89	Waugh et al.	COOKING APPLIANCE INTERFACE
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SCHEDULE I (continued)

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		ISSUED PATENTS	Whe 24, 2020 09:20
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### SCHEDULE A

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4,644,931	2/24/87	Veth	HEADER ASSEMBLY FOR DEEP FAT FRYING COOKING SYSTEM
4,688,475	8/25/87	Witt et al.	COOKING APPARATUS
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## APPLICATIONS FOR U.S. PATENTS

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SCHEDULE A (continued)

FAST 001

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SCHEDULE A (continued)

PATENT REEL: 060290 FRAME: 0862

**RECORDED: 06/23/2022**