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

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Allen Machinery, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

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

2. Name and address of receiving party(ies)

Name: FMC Corporation

Internal

Address:

Street Address: 1735 Market Street

City: Phila. State: PA Zip: 19103

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 09/06/2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/903,954 75/903,942

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Elisa M. Valenzona

Internal Address: Brinks Hofer Gilson & Lione

Street Address: NBC Tower, 455 N. Cityfront Plaza Drive, Suite 3600

City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

23-1925

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signature of Elisa M. Valenzona

Name of Person Signing

Signature of Elisa M. Valenzona

Signature

Date 9/16/2002

Date

09/27/2002 DBYRNE 00000171 75903954

Total number of pages including cover sheet, attachments, and document: 10

01 FC:481 02 FC:482

40.00 DP documents to be recorded with required cover sheet information to: 25.00 DP Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002590 FRAME: 0032

BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT dated September 6, 2000 ("Assignment"), from Allen Machinery, Inc., an Oregon corporation ("Allen") to FMC Corporation, a Delaware corporation ("FMC").

Pursuant to an Asset Purchase Agreement between FMC and Allen dated September 1, 2000 (the "Agreement"), Allen agreed to sell to FMC its assets. For the purposes of effecting such sale pursuant to the provisions of the Agreement and for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Allen, the parties agree as follows:

1. TERMS. Capitalized terms used in this Agreement have the meanings specified or referred to in Exhibit 1 of the Agreement.

2. PURCHASE. Pursuant to the terms of the Agreement and, except for the Excluded Assets listed below, Allen hereby sells, transfers, assigns, conveys and hereby delivers to FMC all of the Allen's right, title and interest in all of its assets, including the following assets:

- A) Cash. Cash and cash equivalents (including marketable securities and short term investments) calculated in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements (but not overdraft facilities).
- B) Receivables. All accounts, lease, notes and other receivables and all rights to bill and receive payment for products shipped or delivered and services performed but unbilled or unpaid as of the Closing Date (collectively, "Receivables").
- C) Inventory and Supplies. All components, parts and finished goods, work-in-progress, stores, raw materials, packaging materials, and supplies and other inventories of Allen reflected on the February Balance Sheet and not sold in the ordinary course of business since the date hereof, inventory that is located at or outside the Facility, and any and all rights under any express or implied warranties from the

manufacturers or suppliers of such inventories (collectively, the "Inventories").

- D) Prepaid Expenses, Advances and Deposits. All prepaid expenses, advances to third parties and deposits with third parties except with respect to any insurance policies.
- E) Equipment and Furnishings. All machinery, equipment, fixtures, tools, dies and jigs, cars (but not the Excluded Cars), trucks, tractors, trailers, fork lifts and other vehicles, computers and computer equipment, office and plant furniture, furnishings, art work and decorations, shelving and office equipment and, including those items listed on Exhibit 2.b.i.E hereto or reflected on the February Balance Sheet or acquired after the date hereof and whether located at the Facility, vendor facilities, homes and offices of employees and representatives or elsewhere, and any and all rights under any express or implied warranties from the manufacturers or suppliers of such property.
- F) Investments. All shares of stock in Key Technology Inc., but not any other investments in any Affiliate or any other entity.
- G) Records. All correspondence and all written, computer data-base or printed files, records and materials related to the Business, including all those held by Allen at the Facility or elsewhere or by Allen's Affiliates and including reports and studies, past sales and service agreements, files on the market and competition, current and past price lists for machines and parts, historical detail of sales and purchases, product literature, catalogs and catalog sheets, advertising materials, operating and service manuals or instruction sheets, art work, illustrations, drawings, bills of materials, specifications, spare parts lists, repair parts lists, cost records, and all customer and supplier correspondence, past and current contracts with suppliers and safety and regulatory files.
- H) Agreements and Contracts. All rights under all agreements, contracts, obligations, instruments, promises or undertakings (whether written or oral and whether express or implied that is legally

binding), including under all leases and subleases of personal property, all Security Interests, guaranties, letters of credit, and similar arrangements and those agreements listed in Schedules 4.n.iii and 4.p to the Disclosure Schedule, but not rights under insurance policies.

- I) Intellectual Property. All of the following ("Intellectual Property"):
- i. all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including those listed on Schedule 4.n.iii of the Disclosure Schedule;
 - ii. all trademarks, service marks, trade dress, logos, trade names, domain names and addresses and corporate names, including the names listed on Schedule 4.n.iii of the Disclosure Schedule, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
 - iii. all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith;
 - iv. all mask works and all applications, registrations, and renewals in connection therewith;
 - v. all trade secrets and confidential business information including ideas, research and development, test results, know-how, formulas, compositions, bills of materials, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, operating and service parameters, results, histories, and instructions, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, purchased

parts specifications and application engineering files;

- vi. all computer software and software licenses (including data and related documentation and codes);
 - vii. all websites, including www.allenmachinery.com and those listed in Schedule 4.n to the Disclosure Schedule, (collectively, the "Websites"), and all right, title and interests of Allen in each of the domain names of the Websites, the use of the URL and the HTML codes and other similar codes and software program language supporting the Websites (collectively, the "HTML Codes") and the Java, Java Script, DHTML, ASP, JSCRIPT, VBSCRIPT, Java Beans, Active X, C++, J++, Perl codes and other similar codes, including proprietary software created, modified or used by Allen in the development, generation and performance of the Websites (collectively, the "Website Source Codes");
 - viii. all other proprietary rights; and
 - ix. all copies and tangible embodiments thereof (in whatever form or medium).
- J) Claims. All claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of sales Taxes).
- K) Permits and Governmental Licenses. All franchises, approvals, permits, licenses, orders, registrations, certificates, variances and similar rights obtained from governments and governmental agencies ("Permits").
- L) Telephone and Facsimile Numbers. All interests of Allen as of the Closing in (a) all telephone, telex and facsimile numbers and (b) all listings in all telephone books and directories.

3. EXCLUDED ASSETS. The Excluded Assets are:
- A) Land, land improvements, buildings and structures, equipment permanently installed in the buildings and structures, deposits or prepaid expenses relating to plant closure costs or real estate agent fees; provided however, the Excluded Assets shall not comprise any property or equipment listed on Exhibit 2.b.i.E. or reflected on the Closing Date Balance Sheet.
 - B) Rights under debt instruments or any agreements relating to the borrowing of money, including Convertible Subordinated Debentures issued by Allen, revolving credit and other loan agreements with LaSalle Bank National Association, Metropolitan Life Corporation or other financial institutions, leases or other financing agreements for the Excluded Cars; provided however, the Excluded Assets do not comprise rights under leases or conditional sales agreements for personal property (other than the Excluded Cars) that are listed in Schedule 4.p.v. to the Disclosure Schedule.
 - C) Allen's corporate charter, its qualifications to conduct business as a foreign corporation and arrangements with registered agents relating to foreign qualifications.
 - D) Taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of Allen as a corporation.
 - E) Any of the rights of Allen under this Agreement (or under any related agreement between Allen on the one hand and FMC on the other hand entered into on or after the date of this Agreement).
 - F) Rights in and with respect to the assets associated with Allen's Employee Benefit Plans.

- G) Rights in and with respect to all policies of insurance.
- H) The stock of any Subsidiary, including Kenasco.
- I) The busts of Mr. and Mrs. Allen and the furniture in Mrs. Allen's office.

4. SUCCESSORS AND ASSIGNS. This Assignment is executed pursuant to the Agreement and shall be binding upon and inure to the benefit of FMC and Allen and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

FMC CORPORATION

By Charlotte Mitchell Smith

ALLEN MACHINERY, INC.

By [Handwritten Signature]

ATTEST:

Secretary

Schedule 4.n.iii

UNITED STATES PATENTS

<u>Patent #</u>	<u>Title</u>	<u>Assignee</u>	<u>Status</u>
5,813,542	Color System Method	Allen Machinery, Inc.	Valid
• Patent #5,813,542 is the subject of certain litigation. The case is <u>Avi Cohn v. Allen Machinery and Jerry Allen Rich</u> . Please see the discussion of this case on Schedule 4.t.			
5,409,101	Variably-controlled Vibratory conveyor	Allen Fruit Co., Inc.	Valid
5,339,965	Granular article sorter having improved fluid nozzle separating system	Allen Fruit Co., Inc.	Valid

PATENTS PENDING

<u>Application #</u>	<u>Title</u>	<u>Assignee</u>
09/519,680	Vibratory Conveyer	Allen Machinery, Inc.
09/519,872	Vibratory Conveyer	Allen Machinery, Inc.
09/519,867	Vibratory Conveyer	Allen Machinery, Inc.
09/519,127	Vibratory Conveyer	Allen Machinery, Inc.

PATENTS TO BE PROSECUTED

Title

Allen Modulating Gate Patent

TRADEMARKS

<u>Registration #</u>	<u>Mark</u>	<u>Owner</u>
0740894	ORBITRON (word mark)	Allen Fruit Co., Inc.

COPYRIGHTS

No copyrights are registered with the US Copyright office by Allen Machinery, Inc. or Allen Fruit Co, Inc.

**Common Law Trademarks and Copyrights*;
Applied for Registrations; and Expired Registration**

*Not applicable in foreign countries where registration is required. Effectively applicable in the United States and Canada.

COMMON LAW (rights by use) TRADEMARKS

design/logo marks

Distinctive block A used with stylized "ALLEN" mark

Word marks

- ALLEN ELECTRONICS
- ALLEN MACHINERY
- ECONOTRONIC (for sorters)
- INSPECTRONIC (for sorters)
- HUETRONIC (for sorters)
- DUEY-TRONIC/DUETRONIC (for sorters)
- PANATRONIC (for sorters)
- EASYGLIDE (for conveyors)
- MAGNAGLIDE (for sorters)
- MAGNATRON (for sorters)
- VASTRON (for conveyors)

COMMON LAW (created, but not registered) COPYRIGHTS

Source Code Title

- Econotronic Colour executable
- Econotronic Monochrome executable
- Econotronic Monochrome executable
- Econotronic Monochrome executable
- Econotronic Ultra-Violet executable
- Huetronic 12" Colour executable
- Huetronic 16" Colour executable
- Inspectroniuc Colour executable
- Inspectronic Standard Monochrome executable
- Inspectronic Monochrome High speed executable
- Inspectronic Ultra-Violet executable
- Panatronic Colour executable
- Panatronic Monochrome High speed executable
- Panatronic Ultra-Violet executable
- Duetronic Monochrome 1 module 2 camera executable
- Duetronic Monochrome 2 module 2 camera executable
- Duetronic Monochrome 3 module 2 camera executable

Ejector test for colour system
DIO board test executable
Colour boards test executable
Monochrome board test executable
Monochrome/UV board test executable

EXPIRED UNITED STATES PATENTS

<u>Patent #</u>	<u>Title</u>	<u>Assignee</u>	<u>Status</u>
4,813,532	Natural Frequency Vibratory Conveyor	Allen Fruit Co., Inc.	Expired - lack of maint. fee
4,718,534	Collating conveyor for bagged products	Allen Fruit Co., Inc.	Expired - lack of maint. fee
4,683,706	Apparatus and method for installing lids on containers	Allen Fruit Co., Inc. Allen Fruit Co., Inc.	Expired - lack of maint. fee Expired - lack of maint. fee
4,398,383	Apparatus for packaging product filled sealed bags into cases	Allen Fruit Co., Inc.	Expired - lack of maint. fee