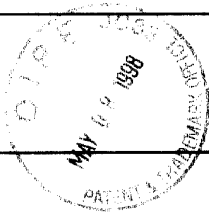


06-15-1998

Express Mail No.: EM490490986US



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100737045

Attorney Docket Number

8265-170

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

Box Assignment
Washington, DC 20231

MRD 5.8.98

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Mark R. Jacobson, Sekhar Reddy, Alexander Sher, Dharam V. Vadehra and Elaine R. Wedral Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: NESTEC S.A. Address: Avenue Nestlé 55 CH-1800 Vevey Country (if other than USA): SWITZERLAND
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 4/7/98	

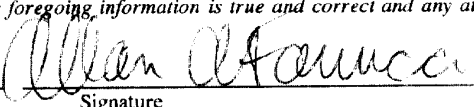
4. Application number(s) or patent number(s):	
If this document is being filed together with a new application, the execution date of the application is: _____	
A. Patent Application No.(s) Serial No. 09/054,718, Filed May 8, 1998	B. Patent No.(s) _____
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, NY 10036	6. Number of applications and patents involved: 1 7. Total fee (37 CFR 3.41):.....\$ 40.00 E Please charge to the deposit account listed in Section 8. 8. Deposit account number: 16-1150
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06/12/1998 DNGUYEN 00000179 161150 09054718

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9. Statement and signature.	
<i>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.</i>	
Allan A. Fanucci-30,256 Name of Person Signing Reg. No.	 Signature
	5/8/98 Date
Total number of pages including cover sheet: 3	

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignment
 Washington, D.C. 20231

PATENT
 REEL: 9230 FRAME: 0249

PENY4 700604.1

ASSIGNMENT

WHEREAS, WE, Mark Randolph Jacobson; Sekhar Reddy; Alexander Sher; Dharam Vir Vadehra and Elaine Regina, ASSIGNORS, citizens of United States, India, Russian Federation, India and United States, residing at 27, Candlewood Springs, New Milford, Connecticut 06776; 2 Briar Lane, New Milford, CT 06776; 5901 Montrose Road, Apt. 706-S, Rockville, MD 20852; 6 Hallets Road, New Milford, CT 06776 and RR 2, P.O. Box 480A, Chestnut Hill Road, Sherman, CT 06784, respectively, are the inventors of the invention in CALCIUM COMPLEX AND FOOD FORTIFIED THEREWITH for which we have executed an application for a Patent of the United States

☐ which is executed on ☒ even date herewith or ☐ _____ (date)

☒ which is identified by Pennie & Edmonds LLP docket no. 8265-170

☐ which was filed on , Application No.

and WHEREAS, NESTEC S.A., having a place of business at Avenue Nestlé 55, CH-1500 Vevey, Switzerland, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 4-7, 1998 Mark Randolph Jacobson L.S.

Mark Randolph Jacobson

State of Connecticut)
County of Litchfield) SS.: New Milford

On this 7th day of April, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Mark Randolph Jacobson, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Arlene E. Golden ARLENE E. GOLDEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 1998

Date 4-7, 1998 Sekhar Reddy L.S.

Sekhar Reddy

State of Connecticut)
County of Litchfield) SS.: New Milford

On this 7th day of April, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Sekhar Reddy.

PATENT

REEL: 9230 FRAME: 0250

PENY4-689079.1

to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Arlene E. Golden ARLENE E. GOLDEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 1998

Date 6.1.98, 1998 Alexander Sher L.S.

State of Connecticut)
County of Litchfield) SS.: New Milford

On this 7th day of April, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Alexander Sher, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Arlene E. Golden ARLENE E. GOLDEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 1998

Date 6.7.98, 1998 Dharam Vir Vadehra L.S.

State of Connecticut)
County of Litchfield) SS.: New Milford

On this 7th day of April, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Dharam Vir Vadehra, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Arlene E. Golden ARLENE E. GOLDEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 1998

Date 6.1.98, 1998 Elaine Wedral L.S.

State of Connecticut)
County of Litchfield) SS.: New Milford

On this 7th day of April, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Elaine Wedral, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Arlene E. Golden ARLENE E. GOLDEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 1998