

12-30-1998



Attorney Docket Number
8265-161

100932269
TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, DC 20231

Please record the attached original documents or copy thereof.

85-11-10-98
mld

1. Name of conveying party(ies):

**Kurt A. BUSSE, Michael P. GRAY,
Edward Morris KUEHL, William
FRENCH**

2. Name and address of receiving party(ies):

Name: **NESTEC, S.A.**

Address: **Avenue Nestlé 55**

1800 Vevey

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

3. Nature of conveyance:

Assignment

Merger

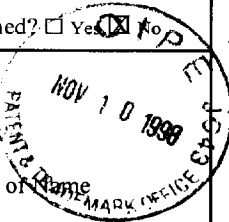
Security Agreement

Change of Name

Other

Country (if other than USA): **SWITZERLAND**

Execution Date: **8/3/98, 8/7/98, 8/21/98**



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) **09/145,739**

B. Patent No.(s)

Additional numbers attached? Yes No

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

**PENNIE & EDMONDS LLP
1667 K Street, N.W.
Washington, D.C. 20006**

6. Number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**
Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

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.

Allan A. Fanucci, 30,256

Name of Person Signing Reg. No.

*Jeffrey A. Wolf (42,234)
for Allan A. Fanucci*

Signature

November 10, 1998

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

12/30/1998 00000101 0000 00145740

00 01 00 00 00 00 00

JOINT

MPB TWH

ASSIGNMENT

WHEREAS, WE, Kurt A. Busse, Michael P. Gray, Edward Morris Kuehl, and William French, ASSIGNORS, citizens of United States, Great Britain, United States, and United States, respectively and residing respectively at 8730 Donovan Road, Radnor, Ohio 43066; 9, Rue des Arbalétriers, Beauvais, France 60000; 5120 Dublin Road, Dublin, Ohio 43017; and 7081 Wichita Court, Dublin, Ohio 43107, are the inventors of the invention in APPARATUS FOR PREPARING MARBLED-APPEARANCE CONFECTIONS for which we have executed an application for a Patent of the United States

- which executed currently herewith
- which is identified by Pennie & Edmonds LLP docket no. 8265-161

and WHEREAS, NESTEC, S.A., ASSIGNEE having a place of business at Avenue Nestlé 55, 1800 Vevey, Switzerland 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 August 7, 1998, 1998 Kurt A. Busse L.S.

State of Ohio)
County of Union) SS.:

On this 7th day of August, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kurt A. Busse, 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.

John M. Howard
Notary Public.

JOHN M. HOWARD
UNION COUNTY, STATE OF OHIO
MY COMMISSION EXPIRES 7-23-2000

Date 21st August, 1998

Michael P. Gray
Michael P. Gray

L.S.

City of York
State of York)
County of York) SS.:

On this 21st day of August, 1998, before me, a witness, personally appeared

Michael P. Gray
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.

Julian W. Hey
My commission expires on death. Notary Public.

Date August 7, 1998

Edward Morris Kuehl
Edward Morris Kuehl

L.S.

State of OHIO)
County of UNION) SS.:

On this 7th day of August, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Edward Morris Kuehl 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.

John M. Howard
JOHN M. HOWARD
Notary Public,
UNION COUNTY, STATE OF OHIO
MY COMMISSION EXPIRES 7-23-2000

Date August 3, 1998, 1998

William French
William French

L.S.

State of New York)
County of Ulster) SS.:

On this 3rd day of August, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared William French 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.

Barbara Hollenbeck
Notary Public.

BARBARA HOLLENBECK
NOTARY PUBLIC, State of New York
Qualified in Ulster County,
Commission Expires Nov. 13, 1999