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Expires 06/30/99
OMB 0651-0027

03-30-1999



U.S. Department of Commerce
Patent and Trademark Office
PATENT

100997679

09/0331375

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

Conveyance Type

New

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Document ID#

Correction of PTO Error
Reel # Frame #

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Assignment Security Agreement

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Merger Other

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Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date

Name (line 2)

Second Party

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Address (line 1)

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 9843 FRAME: 0749

Correspondent Name and Address

Area Code and Telephone Number

312/655-1500

Name Michael A. Bondi

Address (line 1) Welsh & Katz, Ltd.

Address (line 2) 120 South Riverside Plaza, 22nd Floor

Address (line 3) Chicago, IL 60606

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

09/033,375

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the

Deposit Account Number:

23-0920

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Michael A. Bondi

Michael Bondi

3/23/99

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1) Donald Wilbur

Execution Date
Month Day Year
08/14/1998

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

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Address (line 3) City State/Country Zip Code

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

ASSIGNMENT

Serial No. 09/033,375

Filed: March 2, 1998

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in a **PROCESS FOR FORMING OAT-BASED FROZEN CONFECTION** and in the application for Utility Patent of the United States therefor, executed by the undersigned concurrently herewith and in any continuation, reissue or extension of any Utility Patent that may be granted upon said application are hereby assigned by the undersigned to **American Oats, Inc.**, a corporation formed under the laws of Illinois, and the heirs, successors, legal representatives and assigns of **American Oats, Inc.**, (hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Utility Patent to said Assignee.

For Said Considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Utility Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for the said considerations it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Utility Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Utility Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the

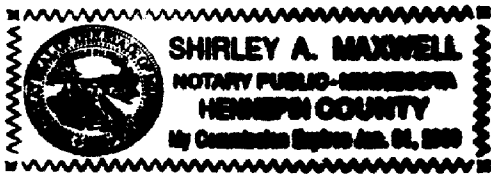
request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Utility Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Utility Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments, and other papers and giving testimony. The attorneys of record in said application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

Paul J. Whalen

Paul J. Whalen

State of Minnesota)
)
County of Hennepin) ss.

On 14th day of August, 1998, Paul J. Whalen appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing assignment for the purposes and uses therein expressed.



(SEAL)

Shirley A. Maxwell
Notary Public

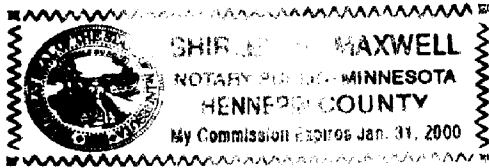
My commission expires: Jan. 31, 2000

Donald L Maxwell

Donald L. Maxwell

State of Minnesota)
County of Hennepin) ss.

On 14th day of August, 1998, Donald L. Maxwell appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing assignment for the purposes and uses therein expressed.



(SEAL)

Shirley A. Maxwell
Notary Public

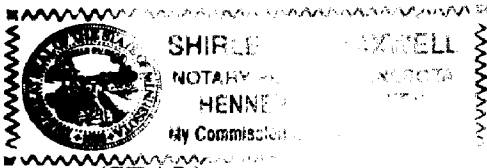
My commission expires: Jan. 31, 2000

Donald Wilbur

Donald Wilbur

State of Minnesota)
County of Hennepin) ss.

On 14th day of August, 1998, Donald Wilbur appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing assignment for the purposes and uses therein expressed.



(SEAL)

Shirley A. Maxwell
Notary Public

My commission expires: Jan. 31, 2000