

10-25-1999



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Attorney Docket Number
8265-275-999

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
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JCS75 U.S. PTO
09/417628
10/14/99

MRD 10-14-99

<p>1. Name of conveying party(ies): Gary P. MAUL and Willaim FRENCH</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>NESTEC S.A.</u> Address: <u>Avenue Nestlé 55</u> <u>1800 Vevey</u></p>
<p>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 _____</p> <p>Execution Date: <u>August 31, 1999</u></p>	<p>Country (if other than USA): <u>SWITZERLAND</u></p> <p>09/417628</p>

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: August 31, 1999

A. Patent Application No.(s) _____ B. Patent No.(s) _____

Additional numbers attached? Yes No

<p>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</p>	<p>6. Number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>40.00</u> Please charge to the deposit account listed in Section 8.</p> <p>8. Deposit account number: <u>16-1150</u></p>
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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 [Signature] 10/14/99
Name of Person Signing Reg. No. 30,256 Signature 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

10/22/1999 MTHA11 00000253 161150 09417628
01 FC:581 40.00 CH

ASSIGNMENT

WHEREAS, WE, **William FRENCH**, a citizen of United States of America residing at 7081 Wichita Court, Dublin, Ohio 43017, and **Gary P. MAUL**, a citizen of United States of America residing at 1128 Baumock Burn Dr. Columbus, Ohio 43235, ASSIGNORS, are the inventors of the invention in **PATTERNED CHOCOLATE COATINGS, METHODS, AND APPARATUS FOR PREPARING SAME** for which we have executed an application for a Patent of the United States which is executed on even date herewith and which is identified by Pennie & Edmonds LLP docket no. 8265-275-999

WHEREAS, **NESTEC S.A.**, a Swiss company and having a place of business at Avenue Nestlé 55, CH-1800 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.

8-31-99
Date

William E French
FRENCH, William

STATE OF OHIO)
) SS.
COUNTY OF UNION)

On this 31st day of August, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared FRENCH, William, 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 7-23-2001

8-31-99

Date

Gary P. Maul

MAUL, Gary P.

STATE OF OHIO

)
) SS.
)

COUNTY OF UNION

On this 31st day of August, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared MAUL, Gary P., 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 7-23-2001