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10-27-1999



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To the Honorable Commissioner of

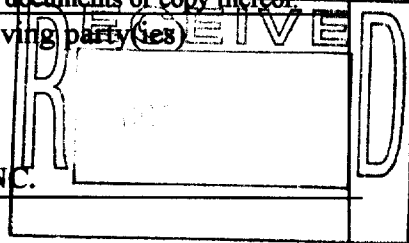
attached original documents or copy thereof

1. Name of conveying party(ies)  
**John Zimmerman**  
**Kenneth A. Sears**  
**Robert D. Dunn**

Additional name(s) of conveying party(ies) attached?  yes  no

2. Name and address of receiving party(ies)  
Name KRAFT CANADA INC.

Internal Address:



3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date Sept 28, & Oct. 13, 1999

Street Address: 95 MOATFIELD DRIVE

City DON MILLS State: ONTARIO Zip: M3B3L6  
CANADA

Additional name(s) & address(es) attached?  yes  no

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)  
29/109,797

B. Patent No.(s)

Additional numbers attached?  yes  no

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

Name: **Ms. Elizabeth Ruggiero**  
Internal Address: **Patent Law Department**  
**KRAFT FOODS, INC.**

Street Address: **555 S. Broadway**  
City: **Tarrytown,**  
State: **New York 10591**

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)..... **\$40.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number:  
07-0885

10/26/1999 MTHAI1 00000136 070885 29109797

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.*

Thomas A. Marcoux  
Name of Person Signing

*Thomas A. Marcoux*  
Signature

10/22/99  
Date

Total number of pages including cover sheet, attachments and document: 4

## ASSIGNMENT

For value received by me/us, paid by KRAFT CANADA INC. having an office at 95 Moatfield Drive, Don Mills, Ontario M3B3L6, Canada (hereinafter KFC), and PAPERBOARD INDUSTRIES CORPORATION by virtue of its Somerville Packaging division, having an office at 772 Sherbrooke Street East, Suite 300, Montreal, Quebec H3A1G1, (hereinafter PIC), I/We

**John Zimmerman  
Kenneth A. Sears  
Robert D. Dunn**

hereby grant and assign to KFC and PIC, its successors and assigns, the entire right, title and interest in and to improvements in

### **SPOON BLANKS**

and any and all inventions described and/or claimed or intended to be described and/or claimed in my/our so-entitled application for Letters Patent of the United States, executed on the following date(s) \_\_\_\_\_ or filed on Aug. 23, 1999 and assigned U.S. Serial No. 29/109,797 (Kraft Case D-21691) in and to said application and all other applications including any and all divisional, continuation, continuation-in-part, substitute or reissue applications for Letters Patent on said improvements and said inventions now or hereafter filed in the United States or in any foreign country, and in and to any and all Letters Patent which may be granted on said application or applications.

I/We hereby authorize and request the Assistant Commissioner for Patents to issue any and all of said Letters Patent to KFC and PIC, its successors or assigns, as my/our assignee, in accordance with this assignment.

I/We hereby authorize KFC and PIC to apply for and accept the issuance of any and all Letters Patent on said improvements and said inventions in any foreign country in its own name at its discretion.

I/We hereby authorize and request my/our attorney, Thomas A. Marcoux, of the Kraft Foods Law Department, 555 South Broadway, Tarrytown, New York 10591, to insert on this Assignment the date(s) of execution of the aforementioned application or the filing date and application number of the aforementioned application when known.

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I/We hereby agree that I/we will, upon demand, and without further consideration to me/us, execute any other papers and do all acts which may be deemed by said KFC and PIC, its successors or assigns, to be necessary to a complete fulfillment of the intent and purpose of this assignment, it being understood that any expense incident to the execution of such papers shall be borne by KFC and PIC, its successors or assigns, and not by me/us.

September 28, 1999  
Date

September 28, 1999  
Date

October 13, 1999  
Date

*J. Zimmerman*  
John Zimmerman

*Kenneth A. Sears*  
Kenneth A. Sears

*Robert D. Dunn*  
Robert D. Dunn

STATE OF CANADA            )  
PROVINCE                    )  
COUNTY OF ONTARIO        ) ss.

On this 28<sup>th</sup> day of September, 1999, before personally appeared John Zimmerman to me known to be the person(s) who executed the foregoing instrument in my presence as his/their free act and deed for the uses and purposes therein set forth.

*[Signature]*  
Notary Public

SEAL

STATE OF CANADA            )  
PROVINCE                    )  
COUNTY OF ONTARIO        ) ss.

On this 28<sup>th</sup> day of September, 1999 before personally appeared Kenneth A. Sears to me known to be the person(s) who executed the foregoing instrument in my presence as his/their free act and deed for the uses and purposes therein set forth.



*[Signature]*  
Notary Public

SEAL

tam0304/d

STATE OF CANADA )  
Province ) ss.  
COUNTY OF Ontario )

On this 13<sup>th</sup> day of October, 1999, before personally appeared Robert D. Dunn to me known to be the person(s) who executed the foregoing instrument in my presence as his/their free act and deed for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public  


SEAL

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