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Commissioner of Patents & Trademark

Washington, D.C. 20231



FORM PTO-1619A

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1-27-00

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 6-99)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

2. Name of Conveying Party(ies):

TUCKER, John Vincent
TAYLOR, Murray Roundtree
MORCOM, Selma Elizabeth
MARTIN, John Charles

Additional Name(s) of conveying party(s) attached? Yes No

3. Name and Address of Receiving Party(ies):

Name: TIP TOP ICE CREAM COMPANY LIMITED
Street Address: 113 Carbine Road
City: Mt. Wellington, Auckland
State/Country: New Zealand Zip: _____
Additional name(s) & address(es) Yes No

4. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution Date: 06081998

5. Application number(s) or patent number(s):

- If this document is being filed together with a new application,
- the first execution date of the application is : _____
 - the filing date of the application is: 01272000

A. Patent Application No.(s)

B. Patent No.(s)

6 Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136

or
JACOBSON, PRICE, HOLMAN & STERN, PLLC
400 Seventh Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. P64142US0

7. Number of applications and patents

8. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Any deficiencies in enclosed fees are authorized to be charged to deposit account **06-1358**

DO NOT USE THIS SPACE

10. 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.

John C. Holman/22,769

Name of Person Signing/ Reg. #

Signature

January 27, 2000

Date

Total number of pages excluding cover sheet:

DEED OF ASSIGNMENT made this 9th day of June 1998

BETWEEN **JOHN VINCENT TUCKER**, a United States citizen, resident in New Zealand of 25 Ganymede Place, Half Moon Bay, Auckland, New Zealand, **MURRAY ROUNDTREE TAYLOR**, a New Zealand citizen of 83B Atkin Avenue, Mission Bay, Auckland, New Zealand, **SELMA ELIZABETH MORCOM**, a New Zealand citizen of 1/120 Orakei Road, Remuera, Auckland, New Zealand and **JOHN CHARLES MARTIN**, 12 Harding Avenue, Mt Wellington, Auckland, New Zealand
(collectively and severally the "Assignor")

AND **TIP TOP ICE CREAM COMPANY LIMITED**, a New Zealand company of 113 Carbine Road, Mt Wellington, Auckland, New Zealand
(the "Assignee")

RECITALS:

0.1 THE Assignor has during the course of employment by the Assignee and/or under a commission for money or money's worth from the Assignee devised an invention entitled "Apparatus and Procedures For Forming An Extruded Frozen Novelty with High Inclusions From a Mouldable Material" (the "Invention") and acknowledges that the Assignee is or should be the proprietor of all rights (the "Patent Rights") in the Invention including the right to apply for patent or equivalent protection in any country or countries of the world, to claim priority under international convention from any such application or applications and the rights conferred by such patent or equivalent protection when granted.

0.2 TO the extent the Assignor has been the creator of original artistic works (e.g. drawings and models) in relation to the Invention and original literary works (including compilations of data) in relation to the Invention, the Assignor acknowledges that copyright in such artistic and literary works (the "Copyright") is or should be the property of the Assignee.

0.3 TO the extent the Assignor has created design(s) (the "Designs") to be applied to articles of or relating to the Invention, the Assignor acknowledges that the Assignee is or should be the proprietor of all rights to the Designs (the "Design Rights") including the

right to protect the Designs in any country or countries of the world in relation to such articles and the rights conferred by such protection when granted.

0.4 THE Assignee has requested the Assignor to execute this Deed of Assignment.

OPERATIVE PROVISIONS:

1. ASSIGNMENT

IN consideration of the sum of NZ One Dollar (NZ\$1.00) paid by the Assignee to the Assignor the receipt of which is acknowledged the Assignor **HEREBY ASSIGNS** to the Assignee **the Invention, the Patent Rights, the Copyright, the Designs and the Design Rights.**

2. IMPROVEMENTS

(a) **THE** Assignor while employed by the Assignee and/or under the or a commission for money or money's worth from the Assignee shall forthwith disclose to the Assignee all improvements in, modifications of or additions to the Invention, the Copyright works and the Designs created by the Assignor.

(b) **THE** Assignor shall assign to the Assignee upon request all rights to all improvements in, modifications of or additions to the Invention, the Copyright works and the Designs devised created and/or designed by the Assignor while employed by the Assignee and/or under the or a commission for money or money's worth from the Assignee, such assignment to be of all rights in New Zealand and any other country or countries.

3. EXECUTION OF DOCUMENTS

THE Assignor shall at the expense of the Assignee (if requested by the Assignee) in respect of the Invention, the Copyright works and the Designs in New Zealand or any other country:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for intellectual property protection of the Inventions, Copyright works and/or Designs with the understanding and the intention that all interest in such applications and any granted protection is to vest in the Assignee;
- (b) execute documents and do all acts necessary or convenient to assure the applying for and/or obtaining of any such intellectual property protection;

- (c) execute documents and do all acts necessary or convenient to vest any such protection in the Assignee; and/or
- (d) execute documents and do all acts necessary or convenient to enable enforcement of any such protection.

4. INFORMATION

THE Assignor shall, at the request of the Assignee, and to the extent outstanding, furnish the Assignee with full details of and relating to the Invention, the Copyright works and the Designs (including the circumstances of invention, creation and/or design) and where possible all original versions of the Invention, the Copyright works and the Designs.

5. CONFIDENTIALITY

THE Assignor agrees to treat as confidential all information relating to the Invention, the Designs and the Copyright works and shall not use, disclose or publish the same without the express prior written consent of the Assignee. Such obligation shall not extend to information which already is in or which enters the public domain through no fault of the Assignor. The Assignor agrees to seek prior clearance from the Assignee in any case of uncertainty.

6. APPLICATION TO IMPROVEMENTS

THE obligations in Clauses 3, 4 and 5 shall extend to all improvements, modifications and additions referred to in Clause 2 of this Deed.

IN WITNESS WHEREOF this Deed was executed the date first above written.

SIGNED by or for

JOHN VINCENT TUCKER

in the presence of:

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

[Handwritten Signature]
.....


[Handwritten Signature]

H. B. DOCKREY

55 NIMILL CRES. MISSION BAY AUCK.

ENGINEER.

SIGNED by or for
MURRAY ROUNDTREE TAYLOR

)
) 

in the presence of:

WITNESS


Signature: M. Tucker.

Name: Michelle Tucker

Address: 36 Goodwood Drive, Manukau, Auckland, NZ.

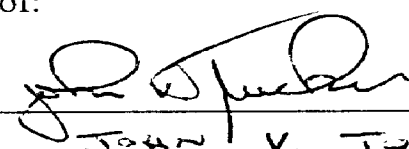
Occupation: Secretary.

SIGNED by or for
SELMA ELIZABETH MORCOM

)
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in the presence of:

WITNESS

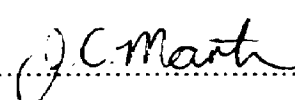
Signature: 

Name: JOAN V. TUCKER

Address: 25 Gungahua Pl. Half Moon Bay, Auckland, NZ

Occupation: R&D Manager

SIGNED by or for
JOHN CHARLES MARTIN

)
) 

in the presence of:

WITNESS

Signature: 

Name: H. B. DOCKERY

Address: 55 NIHILL CRESCENT MISSION BAY AUCK

Occupation: ENGINEER.