

04-20-2000

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



MRD 4.13.00

101329270

To the Honorable Commissioner of Patents
thereof.

e attached original documents or copy

1. Name of conveying parties:

Henry J. Camin, Lawrence G. Johnson, Rick C. Norton,
Joel R. Tinsley and Richard W. Williams

Additional name(s) of conveying
party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance: ☒ Assignment

☐ Merger ☐ Security Agreement

☐ Change of Name ☐ Other

Execution Dates: 4/5/00, 3/31/00 and 4/4/00

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

Name: Basic Vegetable Products, L.P.

Address: 700 Airport Drive

City: King City

State: CA

Zip: 93930

Additional name(s) & address(es) attached? ☐ 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.: 09/419,314

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: David J. Brezner

Internal Address: FLEHR HOHBACH TEST

ALBRITTON & HERBERT LLP SUITE 3400

Street Address: _____

FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA

Zip: 94111-4187

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: 06-1300

Please debit any underpayment or credit any
overpayment to the above deposit account.

Our Order No. A-67013/DJB

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account)

04/17/2000 TTRM1 00000031 09419314

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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.

David J. Brezner

Reg. No. 24,774

Name of Person Signing

David J. Brezner

Signature

April 10, 2000

Date

Total number of pages including cover sheet, attachments and document: [9]

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File No. A-67013/DJB

Rev. 8/93 [1015161]

PATENT
REEL: 010704 FRAME: 0593

ASSIGNMENT

WHEREAS, the undersigned, (1) Henry J. Camin, (2) Lawrence G. Johnson, (3) Rick C. Norton, (4) Joel R. Tinsley, and (5) Richard W. Williams (hereinafter termed "Inventors"), residents of (1) Pocatello, Idaho, (2) Los Angeles, California, (3) Pocatello, Idaho, (4) Blackfoot, Idaho, and (5) Plymouth, Minnesota, respectively, Counties of (1) Bannock, (2) Los Angeles, (3) Bannock, (4) Bingham, and (5) Hennepin, respectively, have invented certain new and useful improvements in STARCHY FOOD-BASED FINE PARTICLE FAT SUBSTITUTE and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, Basic Vegetable Products, L.P., a corporation of the State of Delaware, having a place of business at King City, State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and

said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this (1) 5th day of April, 2000, (2) 5th day of April, 2000, (3) 31st day of March, 2000, (4) 31st day of March, 2000, (5) 1st day of April, 2000, respectively.

(1) Henry J. Camin
Henry J. Camin

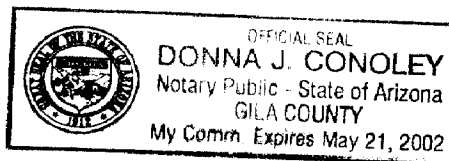
County of Gila
State of Arizona

,)
) ss.
,)

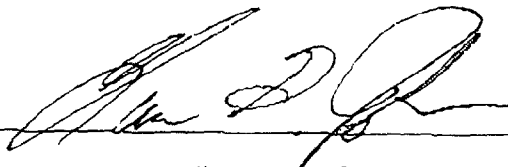
On this 5th day of April, in the year 2000, before me,
Donna J. Conoley, Notary Public of the State of Arizona,
personally appeared (1) Henry J. Camin, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person whose name is subscribed
to the within instrument, and acknowledged that he/she executed the same in
his/her authorized capacity(ies), and that by his/her signature on the instrument
the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature Donna J. Conoley



(Seal)

(2) 
Lawrence G. Johnson

County of

AMERICAN EMBASSY
BUCHAREST, ROMANIA

.)

) ss.

State of

.)

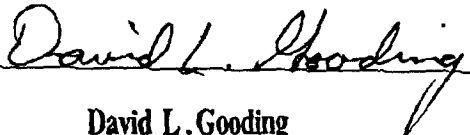
On this 5th day of April, in the year 2000, before me,

David L. Gooding, ~~Notary Public of the State of~~ ^{Vice Consul} ~~the United States of America~~

personally appeared (2) Lawrence G. Johnson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. '

WITNESS my hand and official seal.

Signature



David L. Gooding
Consul



(3)

Rick C. Norton

Rick C. Norton

County of

,)

) ss.

State of

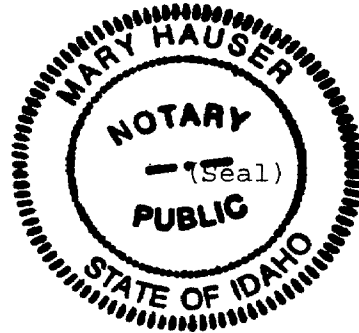
.)

On this 31 day of March, in the year 2000, before me,
Mary Hauser, Notary Public of the State of Idaho,
personally appeared (3) Rick C. Norton, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person whose name is subscribed
to the within instrument, and acknowledged that he/she executed the same in
his/her authorized capacity(ies), and that by his/her signature on the instrument
the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature

Mary Hauser



(4)

County of

1)

) ss.

State of

.

MARCH

On this 31 day of ~~January~~, in the year 2000, before me,

Mary Hauser, Notary Public of the State of Hawaii,

personally appeared (4) Joel R. Tinsley, personally known to me (or proved to me

on the basis of satisfactory evidence) to be the person whose name is subscribed

to the within instrument, and acknowledged that he/she executed the same in

his/her authorized capacity(ies), and that by his/her signature on the instrument

the person, or the entity upon behalf of which the person acted, executed the

instrument.

WITNESS my hand and official seal.

Signature



(4) Richard A. Williams
Richard A. Williams

County of Wash. Hennepin ,)
State of Minnesota) ss.
)

On this 1st day of April, in the year 2000, before me,
Fredericka L. Eide, Notary Public of the State of MN,
personally appeared (4) Richard A. Williams, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the
same in his/her authorized capacity(ies), and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.

Signature Fredericka L. Eide

(Seal)

