FORM PTO-1619A Expires 06/30/99

06-15-2000



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

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).						
Submission Type Conveyance Type						
X New	X Assignment Security Agreement					
Resubmission (Non-Recordation) Document ID#	License Change of Name					
Correction of PTO Error  Reel # Frame # Corrective Document	Merger  U.S. Government (For Use ONLY by U.S. Government Agencies)					
Reel # Frame #	Departmental File Secret File					
Conveying Party(ies)  Mark if additional names of conveying parties attached Execution Date Month Day Year						
Name (line 1) LANCASTER COLONY CORPO						
Name (line 2) 37 WEST BROAD STREET,	COLUMBUS, OHIO 43215					
Second Party	LACCOROTI DATE					
Name (line 1)						
Name (line 2)						
Receiving Party	Mark if additional names of receiving parties attached					
Name (line 1) PENRECO	If document to be recorded is an assignment and the					
Name (line 2)	receiving party is not domiciled in the United States, an appointment					
Name (line 2)  Address (line 1) 910 SHELL PLAZA, SUITE	domiciled in the United States, an appointment of a domestic representative is attached					
Address (line 1) 910 SHELL PLAZA, SUITE	domiciled in the United States, an appointment of a domestic representative is attached (Designation must be a separate document from					
Address (line 1) 910 SHELL PLAZA, SUITE	domiciled in the United States, an appointment of a domestic representative is attached (Designation must be a separate document from Assignment.)					
Address (line 1) 910 SHELL PLAZA, SUITE	domiciled in the United States, an appointment of a domestic representative is attached (Designation must be a separate document from					
Address (line 1) 910 SHELL PLAZA, SUITE Address (line 2) HOUSTON	domiciled in the United States, an appointment of a domestic representative is attacher (Designation must be a separate document from Assignment.)  TEXAS  77002  State/Country  Zip Code					
Address (line 1) 910 SHELL PLAZA, SUITE Address (line 2) HOUSTON City	domiciled in the United States, an appointment of a domestic representative is attacher (Designation must be a separate document from Assignment.)  TEXAS  77002  State/Country  Zip Code					
Address (line 1) 910 SHELL PLAZA, SUITE Address (line 2) HOUSTON City  Domestic Representative Name and	domiciled in the United States, an appointment of a domestic representative is attache (Designation must be a separate document from Assignment.)  TEXAS  77002  State/Country  Zip Code  d Address  Enter for the first Receiving Party only.					
Address (line 1) 910 SHELL PLAZA, SUITE  Address (line 2) HOUSTON  City  Domestic Representative Name and	domiciled in the United States, an appointment of a domestic representative is attacher (Designation must be a separate document from Assignment.)  TEXAS  TEXAS  TO02  State/Country  Zip Code  d Address  Enter for the first Receiving Party only.					
Address (line 1) 910 SHELL PLAZA, SUITE  Address (line 2)   Address (line 3) HOUSTON  City  Domestic Representative Name and  Name  Address (line 1) PENNZOIL-QUAKER STATE CO	domiciled in the United States, an appointment of a domestic representative is attacher (Designation must be a separate document from Assignment.)  TEXAS  TEXAS  TO02  State/Country  Zip Code  d Address  Enter for the first Receiving Party only.					

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 2033. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

<b>FORM</b>	PTO-1619B
Expires 06/	30/99
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U.S. Department of Commerce Patent and Trademark Office PATENT

Correspondent Name and Address Area Code and Telephone Number					
Name [	PAUL SIEGEL				
Address (line 1)	PENNZOIL-QUAKER STATE COMPANY				
Address (line 2)	P.O. Box 2967, Houston, Texas 77252-2967 MAY 2 3 2000 B				
Address (line 3)					
Address (line 4)	BADEMARK				
Pages	Enter the total number of pages of the attached conveyance document # 3				
• •	lumber(s) or Patent Number(s) Mark if additional numbers attached				
	Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).  Patent Application Number(s)  Patent Number(s)				
Pate	nt Application Number(s) Patent Number(s) 5,578,089				
If this document is being filed together with a <u>new</u> Patent Application, enter the date the patent application was <u>Month Day Year</u> signed by the first named executing inventor.					
Patent Coope	eration Treaty (PCT)				
	PCT application number				
	if a U.S. Application Number 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): \$ 40.00					
Method of Payment: Enclosed X Deposit Account Deposit Account					
(Enter for payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number: #					
	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.					
	ET A. KIRICK Magareta Genel 05/19/00				
	of Person Signing Date				

**PATENT** REEL: 010841 FRAME: 0350

## PATENT ASSIGNMENT

WHEREAS, Lancaster Colony Corporation ("ASSIGNOR"), an Onio corporation, having its principal offices at 37 West Broad Street, Columbus, Ohio 43215, is the owner of all right, title and interest in and to an invention entitled Clear Candle, for which United States Patent Number 5,578,089, dated November 26, 1996, has been granted;

WHEREAS, ASSIGNOR has good and marketable title to United States Patent Number 5,578,089 free and clear of any encumbrances; and

WHEREAS, Penreco ("ASSIGNEE"), a general partnership, having its principal offices at 910 Shell Plaza, Suite 400, Houston, Texas 77002, is desirous of acquiring said right, title and interest in and to the invention of United States Patent Number 5,578,089;

NOW, THEREFORE, in consideration of NO.00, the Commission on Sales Agreement attached hereto as Attachment A, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereto agree as follows:

- ASSIGNOR does by these presents sell, assign, convey, transfer and deliver unto ASSIGNEE, the entire right, title, and interest in and to, including the right to recover any damages for past infringement, if any, to the end of the term or terms for which United States Patent Number 5,578,089 has been granted, and any and all corresponding applications to United States Patent Number 5,578,089 which have been or may be filed in any foreign countries and to all reissues, divisional, continuations and continuation-in-part applications and any other patents issuing thereon and all arrangements which relate to inventions and discoveries and any patent applications and patents thereon, as well as improvements thereon to be held and enjoyed by ASSIGNEE for its own use and enjoyment and for the enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, if this Assignment had not been made.
- 2. ASSIGNOR's assignment of rights to ASSIGNEE under this Assignment constitutes a complete, absolute and exclusive transfer of all rights in United States Patent Number 5,578,089, whether currently existing or arising or recognized in the future. ASSIGNOR does not reserve or retain any right, title or interest in United States Patent Number 5,578,089.
- 3. ASSIGNOR agrees to execute, acknowledge and deliver to ASSIGNEE such further instruments and documents which relate to United States Patent Number 5,578,089 as set forth in this Assignment and as ASSIGNEE may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of ASSIGNEE's exclusive rights to United States Patent Number 5,578,089.
- 4. ASSIGNOR's assignment of United States Patent Number 5,578,089 to ASSIGNEE under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, and otherwise) in United States Patent Number 5,578,089, whether currently existing or arising or recognized in the future. ASSIGNOR does not reserve or retain any right, title or interest in United States Patent Number 5,578,089 and warrants that licenses to its rights in United States Patent Number 5,578,089 exist at the time of this assignment. ASSIGNOR acknowledges and agrees that United States Patent Number 5,578,089 is the sole and exclusive property of ASSIGNEE.

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- ASSIGNOR, in making this assignment, assumes no liability for infringement of patents or any other proprietary rights owned or controlled by third parties or any actions arising by reason of ASSIGNEE's manufacture, use and sale of products claimed under United States Patent Number 5,578,089.
- ASSIGNEE agrees, at ASSIGNOR's request, to sell candle products through the sale of 6. gel material claimed under United States Patent Number 5,578,089 to ASSIGNOR.
- 7. ASSIGNEE agrees to allow ASSIGNOR to continue to sell any product claimed under United States Patent Number 5.578,089 existing in its inventory at the time of this assignment until such inventory is depleted.
- ASSIGNEE hereby accepts such assignment of United States Patent Number 5,578,089 8. and all ASSIGNOR's right, title and interest therein.

Α	SS	IGN	OR:
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LANCASTER COLONY CORPORATION

Date: 9-2-99

STATE OF OHIO

COUNTY OF HIGHLAND §

RECORDED: 05/23/2000

By: Name: Robert A. HIGGINS Division Manages

On this 2110 day of SEPTEMBER, 1999, before me personally appeared ROBERT A. HIGGINS, known to me, who being duly sworn, did depose and say that he/she is DIVISION MANAGER of Lancaster Colony Corporation, described in the foregoing Assignment, and that the foregoing Assignment was made for the purposes and considerations so stated, and that he was authorized to act on behalf of the corporation in making such Assignment.

Notary Public:

My commission expires:

ALICIA M. BRITAIN NOTARY PUBLIC. STATE OF OHIO MY COMMISSION EXPIRES 10-17-2001 #194449