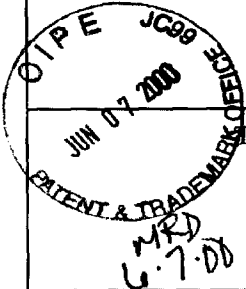


06-22-2000



101386733

Attorney Docket Number 8265-312



TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
Box Assignments
Washington, DC 20231

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Eric Thomas BEST (executed 05-18-00)
Ronald P. RENATI (executed 05-18-00)
George F. TONNER (executed 05-18-00)

2. Name and address of receiving party:

NESTEC S.A.
Avenue Nestlé 55
1800 Vevey
Switzerland

Additional names attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

4. Application numbers or patent numbers:

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No. **09/507,468** B. Patent No.

Additional numbers attached? Yes No

5. Mail correspondence to:

PENNIE & EDMONDS LLP
1667 K Street, N.W.
Washington, D.C. 20006

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00
Please charge deposit account listed in Section 8.

8. Deposit account number: 16-1150

06/20/2000 ASCOTT 00000093 161150 09507468

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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, Reg. No. 30,256

6/7/00

Name of Person Signing

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 Assignments
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, WE, Eric Thomas BEST, a citizen of United Kingdom residing at 6267 Wexford Woods Drive, Dublin, Ohio 43017; Ronald P. RENATI, a citizen of the United States residing at 7427 Wyndle Court, Dublin, Ohio 43016; and George F. TONNER, a citizen of the United States residing at 4802 Calloway Ct., Dublin, Ohio 43017, ASSIGNORS, are the inventors of the invention in SOFT, TEXTURED, AQUEOUS-BASED ICE CONFECTION for which we have executed an application for a Patent of the United States which was filed on February 22, 2000 as Application No. 09/507,468; and

WHEREAS, NESTEC S.A., a Swiss Company having a place of business at Avenue Nestlé 55, 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.

May 18, 2000
Date Eric Thomas BEST

STATE OF OHIO)
COUNTY OF UNION) SS.

On this 18th day of May, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Eric Thomas BEST, 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 7-23-2000

May 18, 2000
Date

Ronald P. Renati
Ronald P. RENATI

STATE OF OHIO)
COUNTY OF UNION) SS.
)

On this 18th day of May, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared **Ronald P. RENATI**, 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 7-23-2000

MAY 18, 2000
Date

George F. Towner
George F. TONNER

STATE OF OHIO)
COUNTY OF UNION) SS.
)

On this 18th day of May, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared **George F. TONNER**, 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 7-23-2000