

09-21-2000



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark OfficeTo the Honorable Commissioner of  
thereof.

101465038

the attached original documents or copy

## 1. Name of conveying parties:

Basic Vegetable Products, L.P.

Additional name(s) of conveying  
party(ies) attached?☐ Yes ☒ No

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

Name: Basic American, Inc.Address: 600 Montgomery Street, 28th Flr.3. Nature of Conveyance: ☒ Assignment☐ Merger ☐ Security Agreement☐ Change of Name ☐ OtherExecution Dates: August 30, 2000City: San FranciscoState: CAZip: 94111Additional name(s) & address(es) attached: N

## 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 ☒ No5. Name and address of party to whom correspondence  
concerning document should be mailed:Name: David J. BreznerInternal Address: FLEHR HOHBACH TESTALBRITTON & HERBERT LLP SUITE 3400Street Address: FOUR EMBARCADERO CENTERCity: SAN FRANCISCOState: CA Zip: 94111-41876. Total number of applications  
and patents involved:

1

7. Total fee (37 CFR 3.41): .....\$ 40.00☒ Enclosed☐ Authorized to be charged to  
deposit account8. Deposit account number: 06-1300Please debit any underpayment or credit any  
overpayment to the above deposit account.Our Order No. A-67013/DJB(Attach duplicate of this page if paying by deposit  
account)

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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

Signature

September 5, 2000

Date

Total number of pages including cover sheet, attachments and documents: 3

OMB No. 0651-0011 (exp. 4/94)

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File No. A-67013/DJB

PATENT Rev. 8/93

REEL: 011076 FRAME: 0186

## ASSIGNMENT

WHEREAS, Basic Vegetable Products, L.P., a corporation of the State of Delaware, having a place of business at King City, California (hereinafter "Assignor"), is the owner of the entire right, title and interest in and to the United States Patent Application, filed on 15 October 1999 as Serial No. 09/419,314, entitled STARCHY FOOD-BASED FINE PARTICLE FAT SUBSTITUTE (hereinafter the "Application"), and the invention described and claimed therein, free and clear of any lien, encumbrance, charge, equity or restriction; and

WHEREAS, Basic American, Inc., a corporation of the State of Delaware, having a place of business at San Francisco, California (hereinafter "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 (all collectively hereinafter termed the "Invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patents") thereon granted in the United States and foreign countries;

WHEREAS, the original assignment of the Application to Assignor was in error in that the assignment should have been made to Assignee, not Assignor.

NOW, THEREFORE, to correct the original mistaken assignment to Assignor and for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns, the entire right, title and interest (a) in and to the Application and the Invention; (b) in and to all rights to apply for foreign patents on the 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 the 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.

THE SAME TO BE HELD AND ENJOYED BY Assignee, its successors and assigns, for its own use and behoof, for the life of rights in and to said Invention, including to the full end of the life of the said Letters Patent of the United States and to the full end of the life of any foreign patent which exists or may be granted, as fully and entirely as the same might or could have been enjoyed by Assignor had this assignment and sale not been made.

IN ORDER TO CARRY OUT IN GOOD FAITH the intent and purpose of this assignment, Assignor agrees to cooperate with 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 Assignor 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 Assignee in providing such cooperation shall be paid for by said Assignee.

IN WITNESS WHEREOF, Assignor has hereunto set its hand by its duly authorized officer, at and in the City of San Francisco County of San Francisco State of California, this 30 day of August, 2000.

ASSIGNOR:

Basic Vegetable Products, L.P.

By: [Signature]  
Name: John C. Barneit  
Title: Secretary