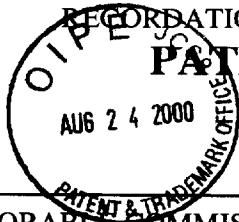


8-24-00



10-05-2000



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55-361

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:

Glenn REICHART (executed 07-13-00)
Kim W. HYUNG (executed 07-11-00)
Nikhil PRASAD (executed 07-25-00)

Additional names attached? Yes No

2. Name and address of receiving party:

NESTEC S.A.
Avenue Nestlé 55
1800 Vevey
Switzerland

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. **09/604,370** | 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

DO NOT USE THIS SPACE

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

Name of Person Signing

Signature

8/24/00

Date

10/05/2000 NTHA11 00000046 161150 09604370

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Total number of pages including cover sheet:

5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, WE, Glenn REICHART, Kim W. HYUNG , and Nikhil PRASAD, ASSIGNORS, citizens of the United States of America and India, respectively, residing at 255 Coachmans Drive, Southbury, New York 06488, 6, Willow Lane, Irvington, NY 10533; and 11B Terrace Place, New Milford, Connecticut, 06776, respectively, are the inventors of the invention in FLAVOR COMPOSITION for which we have executed an application for a Patent of the United States

- which is executed on even date herewith or (date)
which is identified by Pennic & Edmonds docket no. 8265-361
which was filed on June 27, 2000, Serial No.

and WHEREAS, Nestec S.A., a Swiss Company, ASSIGNEE, and having a place of business at Avenue Nestlé 55, CH-1800 Vevey SWITZERLAND 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.

Date 13 JUL, 2000 Glenn Reichart L.S.
Date 7/11/2000 Kim W. Hyung L.S.
Date NIKHIL PRASAD L.S.

State of Connecticut
County of Litchfield SS.: New Milford

On this 13 day of July, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Glenn Reichart 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.

Dawn E. Husford Notary Public
Subscribed and Sworn to before me, a Notary Public, in and for County of Litchfield and State of Connecticut, this 13 day of July, 2000
Dawn E. Husford Notary Public
My Commission Expires October 31, 2004

Subscribed and Sworn to before me, a Notary Public, in and for County of Litchfield and State of Connecticut, this 11 day of July, 2000

State of CT)
County of Litchfield) SS.: New Milford

Dawn E. Hozford
Notary Public

My Commission Expires October 31, 2004

On this 11 day of July, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kim W. Hyung 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.

Dawn E. Hozford
Notary Public.

State of _____)
County of _____) SS.:

On this ____ day of _____, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Nikhil Prasad 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.

Notary Public.

ASSIGNMENT

WHEREAS, WE, Glenn REICHART, Kim W. HYUNG , and Nikhil PRASAD, ASSIGNORS, citizens of the United States of America and India, respectively, residing at 255 Coachmans Drive, Southbury, New York 06488, 6, Willow Lane, Irvington, NY 10533; and 11B Terrace Place, New Milford, Connecticut, 06776, respectively, are the inventors of the invention in FLAVOR COMPOSITION for which we have executed an application for a Patent of the United States

- which is executed on even date herewith or (date)
which is identified by Pennie & Edmonds docket no. 8265-361
which was filed on June 27, 2000, Serial No.

and WHEREAS, Nestec S.A., a Swiss Company, ASSIGNEE, and having a place of business at Avenue Nestlé 55, CH-1800 Vevey SWITZERLAND 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.

Date, 2000
GLENN REICHART L.S.

Date, 2000
KIM W. HYUNG L.S.

State of)
County of) SS.:

On this day of, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Glenn Reichart 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.

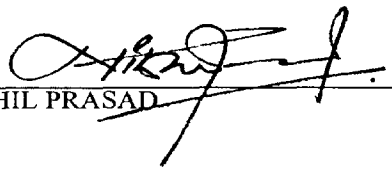
Notary Public.

State of)
County of) SS.:

On this day of, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kim W. Hyung 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.

Notary Public.

Date 25 July, 2000



NIKHIL PRASAD

L.S.

On this 25th day of July, 2000, before me, a witness,
personally appeared Nikhil Prasad, 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/her free act and deed.



NICOLE CHABOD WITNESS.
Witness.