

ASSIGNMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) to each of us in hand paid, and for other good and valuable consideration, receipt and sufficiency of which we hereby acknowledge, we,

- (1) Jerry E. Buchanan of 4813 Ridgewood Creek Drive, Acworth, Georgia 30102, and
- (2) Rodney A. Buchanan of 356 Oak Harbour Trail, Marietta, Georgia 30066, and
- (3) Albert L. Baner of 2207 North 18th Street, St. Joseph, Missouri 64505, and
- (4) Harold H. Bennett of 4707 North Heatherwood Drive, St. Joseph, Missouri 64506, and
- (5) Todd A. Miles of 16701 Algonquin Street, #318, Huntington Beach, California 92649, and
- (6) John G. Ratcliff of 3001 Hirter Drive, St. Joseph, Missouri 64506;

believing ourselves to be the joint inventors of the inventions, discoveries and improvements set forth and described in our application for United States Letters Patent for a **CONTAINER** which we have respectively executed and warranting that we have not granted or agreed to grant to others any assignment, license, mortgage, or other rights or encumbrances in conflict herewith, and in fulfillment of our obligation to make this assignment, do hereby assign, transfer and set over unto

Nestec S.A., a corporation organized and existing under laws of the Swiss Confederation, residing at Avenue Nestle 55, Vevey, Switzerland

its successors, assigns, legal representatives and nominees, the entire right, title and interest in and to said application, and all inventions, discoveries and improvements set forth and described therein, throughout the world, together with any and all other applications and patents either United States or foreign therefor, now or in the future, and all divisions, reissues, continuations, continuation-in-part, substitutions and extensions thereof and all rights to obtain patents thereon, as well as the right to apply for and obtain letters patent throughout the world, including the right to claim priority of said applications under and have full benefit of all applicable laws, treaties and international conventions, including specifically the Paris Convention for the Protection of Industrial Property.

And we hereby severally covenant and agree that we will communicate to said assignee, its successors, assigns, legal representatives and nominees, all facts known to us respecting said inventions, discoveries and improvements, and will, upon its or their request at any time, but without expense to us, sign all lawful papers, execute all United States and foreign original, divisional, substitute, continuing, reissue and extension applications and assignments thereof, make all rightful oaths, testify as to facts relating to said inventions, discoveries and improvements in any legal or administrative proceedings, and generally do everything reasonable and proper to aid said assignee, its successors, assigns, legal representatives and nominees, to receive proper protection for said inventions, discoveries and improvements in all countries.

IN WITNESS WHEREOF, we have executed these presents.

(1) Joseph Buchanan (L.S.)

(2) Andrew A. Bach (L.S.)

(3) Alma Z. Burn (L.S.)

(4) George H. Bennett (L.S.)

(5) John H. Mc (L.S.)

(6) Dr. R. R. R. R. (L.S.)

(1) STATE OF Georgia)
COUNTY OF Cherokee) s.s.:

On this 17 day of August, 2000, before me personally came Jerry E. Buchanan, to me known and known to me to be the person described in and who executed the foregoing instrument, who duly acknowledged to me that (s)he did so as (his) (her) free act and deed.

(Seal) Notary Public, Cherokee County, Georgia
My Commission Expires Sept. 9, 2002

Cecilia Barnett
Notary Public

(2) STATE OF Georgia)
COUNTY OF Cherokee) s.s.:

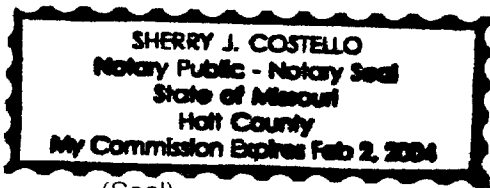
On this 17 day of August, 2000, before me personally came Rodney A. Buchanan, to me known and known to me to be the person described in and who executed the foregoing instrument, who duly acknowledged to me that (s)he did so as (his) (her) free act and deed.

(Seal) Notary Public, Cherokee County, Georgia
My Commission Expires Sept. 9, 2002

Cecilia Barnett
Notary Public

(3) STATE OF Missouri)
COUNTY OF Buchanan) s.s.:

On this 15th day of August, 2000, before me personally came Albert L. Barber, to me known and known to me to be the person described in and who executed the foregoing instrument, who duly acknowledged to me that (s)he did so as (his) (her) free act and deed.

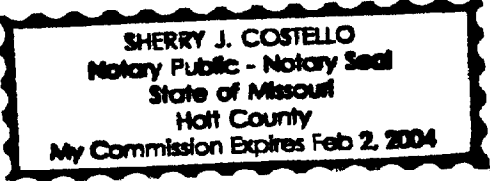


(Seal)

Sherry J. Costello
Notary Public

(4) STATE OF Missouri)
COUNTY OF Buchanan) s.s.:

On this 15th day of August, 2000, before me personally came Harold H. Bennett, to me known and known to me to be the person described in and who executed the foregoing instrument, who duly acknowledged to me that (s)he did so as (his) (her) free act and deed.



(Seal)

Sherry J. Costello
Notary Public

(5) STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) s.s.:

On this 14th day of AUGUST, 2000, before me personally came TODD A. MIKES, to me known and known to me to be the person described in and who executed the foregoing instrument, who duly acknowledged to me that (s)he did so as (his) (her) free act and deed.

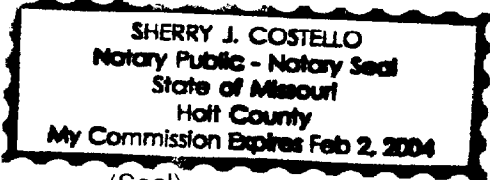


(Seal)

Maria Hazel Perri
Notary Public

(6) STATE OF Missouri)
COUNTY OF Buchanan) s.s.:

On this 15th day of August, 2000, before me personally came John G. Ratchiff, to me known and known to me to be the person described in and who executed the foregoing instrument, who duly acknowledged to me that (s)he did so as (his) (her) free act and deed.



(Seal)

Sherry J. Costello
Notary Public