

03-29-2001

09/700091
9 Rec'd PCT/PTO 10 NOV 2000

**PATENT RECORDATION
COVER SHEET**



101651652

Attorney Docket No.
S352.12-0023

To the Commissioner for Patents: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

- (1) James J. Farrell
- (2)
- (3)

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

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

Name: FREALI FOODS, LLC

Internal Address: _____

Street Address: 25 Van Tassel Lane

City: Orinda, State: California ZIP 94563

3. Nature of Conveyance:

- Assignment Merger Security Agreement
- Change of Name Other _____

Execution Date: March 15, 2000

Additional name(s) & address(es) attached? Yes No

4A. Application No.(s)

If this document is being filed together with a new application, the execution date(s) of the application is: September 29, 2000

Additional numbers attached? Yes No

4B. Patent No.(s)

09/700091

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James L. Young
 Street Address: Kinney & Lange, P.A.
312 South Third Street
 City: Minneapolis State: MN ZIP 55415-1002


6. Total number of applications and patents involved: [1]

7. Total fee (37 C.F.R. 3.41):.....\$ 40.00

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.



 James L. Young

November 10, 2000

 Date

Total number of pages including cover sheet, attachments and document: [3]

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PATENT ASSIGNMENT

This Agreement is between James J. Farrell ("Farrell") an individual residing in Orinda, California and fREAL! FOODS, LLC, a California limited liability company ("fREAL! FOODS").

WHEREAS, Farrell has invented, either solely or jointly, certain new and useful improvements as described in the patent applications listed on Schedule A below; and

WHEREAS, fREAL! FOODS desires to acquire the entire right, title and interest to the United States and international patent applications listed on Schedule A below, along with any inventions disclosed thereby.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Farrell paid by fREAL! FOODS, the receipt of which is hereby acknowledged, Farrell hereby sells, assigns and transfers to fREAL! FOODS, its successors and assigns, his entire right, title and interest in and to the inventions and patent applications listed on Schedule A below, both foreign and domestic, including all of his rights under the International Convention, and Farrell does hereby authorize and request the Commissioner of Patents and Trademarks to issue Letters Patent resulting from the applications to fREAL! FOODS in accordance therewith.

Farrell further authorizes fREAL! FOODS, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of any of the applications listed on Schedule A below and/or otherwise take advantage of the provisions of the International Convention.

Farrell hereby agrees that he will not execute any writing or do any act whatsoever conflicting with this Agreement, and that he or his executors or administrators will at any time upon request, without further or additional consideration, but at the expense of fREAL! FOODS, its successors and assigns, execute such additional writings and do such additional acts as fREAL! FOODS, its successors and assigns, may deem necessary or desirable to perfect fREAL! FOODS' enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continued, divisional, reissued, reexamined or extended patents of the United States (or of any and all foreign countries) on the inventions described in the applications listed on Schedule A below, and in enforcing any rights, occurring as a result of such applications or patents issuing therefrom, by giving testimony in any proceedings or transactions involving such applications or patents.

SCHEDULE A

U.S. Provisional Patent Application 60/085, 476 (filed 05/14/98),
entitled: "Boring Device For Boring Material From a Tapered
Container"

PCT Application PCT/US99/10924 (filed 05/14/99),
entitled: "Cutting Device and Method for Cutting Material From a
Container"

U.S. Patent Application 08/866,548 (filed 05/30/97),
entitled: "Apparatus and Method for Making Frozen Drinks"

PCT Application PCT/US98/11524 (filed 05/29/98),
entitled: "Apparatus and Method for Making Frozen Drinks"

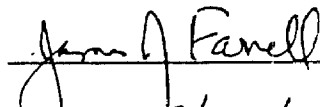
U.S. Provisional Patent Application 60/085,431 (filed 05/14/98),
entitled: "Cup with Anti-Rotation Mechanism"

U.S. Patent Application 09/189,785 (filed 11/10/98),
entitled: "Cup with Anti-Rotation Mechanism"

PCT Application, PCT/US99/26116 (filed 11/4/99),
entitled: "Cup with Anti-Rotation Mechanism"

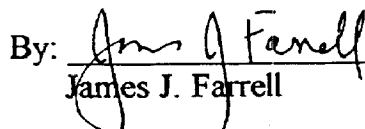
In Witness Whereof, Farrell and fREAL! FOODS have signed this Agreement as of the
dates set forth below.

JAMES J. FARRELL



Date: 3/15/2000

fREAL! FOODS, LLC

By: 

James J. Farrell

Title: Member/President

Date: 3/15/2000