

04-24-2001

U.S. Department of Commerce
Patent and Trademark Office
PATENT



101685020

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☐ New

☒ Resubmission (Non-Recordation)

Document ID# 101557307

☐ Correction of PTO Error

Reel # Frame #

☐ Corrective Document

Reel # Frame #

Conveyance Type

☒ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

Conveying Party(ies)

☒ Mark if additional names of conveying parties attached

Name (line 1) Chretien, Philippe

Execution Date
Month Day Year
03/09/2000

Name (line 2)

Second Party

Name (line 1) Symons, Anthony Richards

Execution Date
Month Day Year
11/17/2000

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Bestfoods

Name (line 2) A Corporation of the State of Delaware

Address (line 1) International Plaza

Address (line 2) 700 Sylvan Avenue

Address (line 3) Englewood Cliffs

New Jersey

07632

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

PATENT
REEL: 011698 FRAME: 0485

Correspondent Name and Address

Area Code and Telephone Number

201-894-4000

Name Bestfoods - Patent Counsel

Address (line 1) International Plaza

Address (line 2) 700 Sylvan Avenue

Address (line 3) Englewood Cliffs, New Jersey 07632

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

12

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

29/119,804

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

40.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the

Deposit Account Number:

03-3275

Authorization to charge additional fees:

Yes



No



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. Charges to deposit account are authorized, as indicated herein.

Robert A. Hyde

Name of Person Signing

Robert A. Hyde

Signature

4/3/01

Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

Enter additional Conveying Parties

☐ Mark if additional names of conveying parties attached

Name (line 1) Merrick, Richard

Execution Date
Month Day Year
11/17/2000

Name (line 2)

Name (line 1) Bestfoods UK Limited

Execution Date
Month Day Year
03/09/2000

Name (line 2) A British Corporation

Name (line 1) Bestfoods France

Execution Date
Month Day Year
03/09/2000

Name (line 2) A French Corporation

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

12-21-2000

FORM PTO-1595
1-31-92

IEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101557307

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Philippe Chretien, Anthony Richard Symons,
Richard Merrick, Bestfoods UK Limited and
Bestfoods France

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

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

Name: Bestfoods

Internal Address:

Street Address: International Plaza
700 Sylvan Avenue

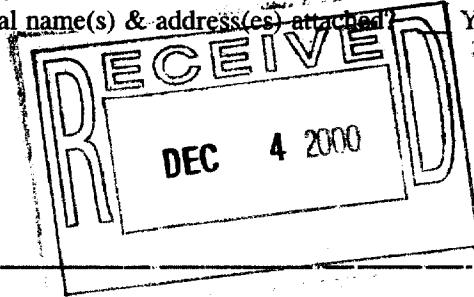
City: Englewood Cliffs State: New Jersey Zip: 07632-9976

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Dates: March 9, 2000 and November 17, 2000



4. Application number(s) or patent(s) numbers:

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

A. Patent Application No(s).

29/119,804

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Bestfoods - Patent Counsel
Internal Address:
Street Address: International Plaza
700 Sylvan Avenue

City: Englewood Cliffs State: NJ Zip: 07632-9976

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):\$ 40.00

☐ Enclosed ☒ Authorized to be charged to deposit account.

Please charge any additional applicable fees to the deposit account indicated in answer (8).

8. Deposit account number: 03-3275

(Attach duplicate copy 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.

Robert A. Hyde, Esq.

Name of Person Signing

Signature

November 30, 2000

Date

Total number of pages comprising cover sheet: 12+cover sheet

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

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Washington, D.C. 20231

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PATENT

REEL: 011698 FRAME: 0488

DEED OF ASSIGNMENT

AN ASSIGNMENT under the 9th day of March 2000
BETWEEN BESTFOODS UK LIMITED, a British company of Claygate House,
Littleworth Road, Esher, Surrey KT10 9PN, United Kingdom AND BESTFOODS
FRANCE, of 507 Rue de la Renaissance, F-92187 Antony, France of the one part
and BESTFOODS, a corporation organised under the laws of the state of Delaware,
United States of America, of International Plaza, 700 Sylvan Avenue, Englewood
Cliffs, New Jersey 07632, United States of America, of the other part.

WHEREAS BESTFOODS UK LIMITED and BESTFOODS FRANCE are the joint
proprietors for British Registered Design application no. 2086543 filed 11 September
1999 (hereinafter "the British Registered Design").

AND WHEREAS BESTFOODS UK LIMITED and BESTFOODS FRANCE and
BESTFOODS have agreed that the foreign design applications corresponding to the
British Registered Design shall be filed in the name of BESTFOODS alone.

NOW THIS DEED WITNESSETH that BESTFOODS UK LIMITED AND
BESTFOODS FRANCE hereby assign to BESTFOODS in consideration of the sum
of £1 paid by the Assignee to the Assignors (receipt of which the Assignors hereby
acknowledge) the right to file foreign design applications in their name and to claim
priority from the British Registered Design, and all beneficial rights in those foreign
design applications and any design or designs that result therefrom.

ASSIGNMENT

(3736)

We,

Anthony Richard Symons, of 7 Rockingham Road, Mannanead,
Plymouth, Devon PL3, 5BN, United Kingdom

and

Richard Merrick, of Garden Flat 128, Christchurch Road,
London, SW2, 3DF, United Kingdom

are inventors of a design entitled "CONTAINER" filed September 11,
1999 as British registered design application number 2,086,543.

In our capacity as employees of Bestfoods UK Limited, located at
Claygate House, Esher, Surrey KT 10 9PN, United Kingdom, we have
assigned all rights, titles, and interests to said design/invention to Bestfoods
UK Limited, United Kingdom, affiliated to our employer, for filing design for
this invention in United Kingdom and elsewhere and make any other use of
the invention and the design to be issued for this invention.

Dated this 17th day of November 2000



Anthony Richard Symons



Richard Merrick

CONTRAT DE CESSION DE DROITS D'AUTEUR	ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS
ENTRE :	BETWEEN :
Philippe CHRETIEN 56, rue Victor Hugo 92400 COURBEVOIE	Philippe CHRETIEN 56, rue Victor Hugo 92400 COURBEVOIE
Ci-après dénommé « le Cédant »	Hereinafter referred to as the « Assignor »
ET	AND
La Société Bestfoods France 5/8, rue de la Renaissance 92160 Antony	La Société Bestfoods France 5/8, rue de la Renaissance 92160 Antony
Ci-après dénommée « le cessionnaire »	Hereinafter referred to as the « Assignee »
IL A D'ABORD ETE RAPPELE CE QUI SUIT :	WHEREAS
Le cessionnaire fabrique et commercialise de nombreux produits de consommation divers. Il s'est déclaré intéressé par l'acquisition des droits de reproduction, de représentation, et d'adaptation de l'auteur sur le dessin du modèle de container annexé au contrat.	The Assignee manufactures and commercializes several consumer products. It desires to purchase from the Assignor the reproduction and performing rights in the design as attached to in the present agreement.
Le cédant accepte de céder sa contribution dans la réalisation de ce modèle, ci-après dénommé « le modèle » crée avec le concours de la société anglaise Bestfoods UK	The Assignor agrees to assign its contribution in the realization of the design created with the assistance of the English Company Bestfoods UK hereinafter referred to as « the design »
Le cédant, salarié du cessionnaire a créé le modèle dans le cadre de la mission que lui a confié son employeur, cessionnaire des droits, à cet effet	The Assignor, employee of the Assignee has created the design during the mission for which he was commissioned by his employer, Assignee of the rights
C'EST DANS CES CONDITIONS QU'IL A ETE CONVENU CE QUI SUIT :	NOW, THEREFORE THE FOLLOWING HAS BEEN AGREED UPON :
Le préambule et les annexes sont parties intégrantes du présent contrat.	The preamble and schedule form an integral part of the present agreement.
Le cédant, en qualité d'auteur du modèle annexé au présent contrat, garantit l'originalité du modèle et l'exploitation paisible au cessionnaire.	The Assignor, author of the design, as referred to in the schedule of the present agreement, guarantees the originality of the above mentioned design and the peaceful enjoyment to the Assignee.
La cession du modèle comprend la cession des	The assignment of the design includes the



droits exclusifs d'exploitation, c'est à dire du droit de reproduction et du droit de représentation, dans les conditions détaillées ci après, sur le modèle, annexé en 1 au présent contrat, dans le monde entier et ce, pour la durée de la protection accordée par la loi sur le droit d'auteur dans chacun des pays concernés.

En conséquence, le cessionnaire pourra reproduire ou faire reproduire librement, aux fins d'un usage commercial ou publicitaire, sur tous supports, tout ou partie du modèle cédé notamment par imprimerie, dessin, gravure, photographie, moulage, sérigraphie, et tout procédé des arts graphiques et plastiques, enregistrement mécanique, cinématographique ou magnétique.

Le cessionnaire pourra aussi représenter ou faire représenter aux fins d'un usage commercial ou publicitaire tout ou partie du modèle cédé par tous procédés optiques, magnétiques, électroniques, par diffusion hertzienne, diffusion par câble, satellite et tout procédé de télécommunication de sons, d'images, de documents, de données et de messages de toute nature.

Le cessionnaire pourra apporter, faire apporter tous les arrangements et modifications au modèle, du cédant notamment ceux rendus nécessaires en raison des impératifs techniques et/ou en raison d'impératifs de traduction et ce, dans les différentes langues dans lesquelles ce modèle serait reproduit ou représenté.

Le cessionnaire pourra aussi utiliser ce modèle dans les couleurs de son choix.

En contrepartie, le cédant reçoit le paiement d'une somme forfaitaire et définitive de 1.000FF correspondant au prix de la cession de ses droits.

Les parties donnent leur accord pour que ce contrat soit rédigé dans une version bilingue français/anglais. Toutefois, la version française prévaudra devant les tribunaux.

Tout différend découlant du présent contrat sera soumis exclusivement au droit français. Les Tribunaux de Paris (France) seront seuls

assignment of the exclusive copyrights i.e. reproduction rights and performing rights, as detailed hereafter, in the design as referred to in schedule 1 of the present agreement, and this, worldwide for the duration of the protection granted by the copyright law applicable in each of the countries concerned.

Consequently, the Assignee can freely reproduce or have reproduced for advertising or commercial purposes, on any support and on the whole or part of the assigned design in particular by printing, drawing, engraving, photography, moulding, silk-screen printing, and by any other means related to graphic and plastic arts, by recording on mechanical, cinematographic or magnetic means.

The Assignee can also perform or show for advertising or commercial purposes the whole or part of the assigned design in particular by any optic, magnetic, electronic means or by hertzian, cable or satellite broadcast and by all means of telecommunication with regard to sound, pictures, documents, data and messages of all kind.


The Assignee can make or have made any arrangement or modification in relation to the design of the author namely those which are necessary for technical reasons and/or for reasons of translation in the different languages in which this design will be reproduced or performed.



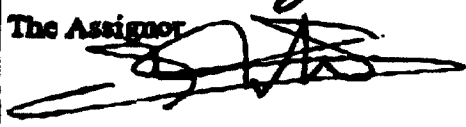
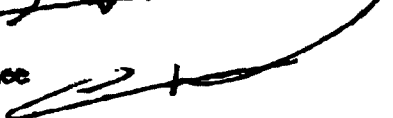
The Assignee can also use this design in the colors of his choice.

In counterpart, this assignment is made against payment by the Assignee to the Assignor of a lump and definitive sum of 1.000FF corresponding to the price of the assignment of the Assignor's rights.

The parties have agreed that the present agreement is written in French and English. However, the French version will prevail before the court.

This agreement shall in all respects be governed in accordance with the laws in force in France and the parties agree to submit their difference to the

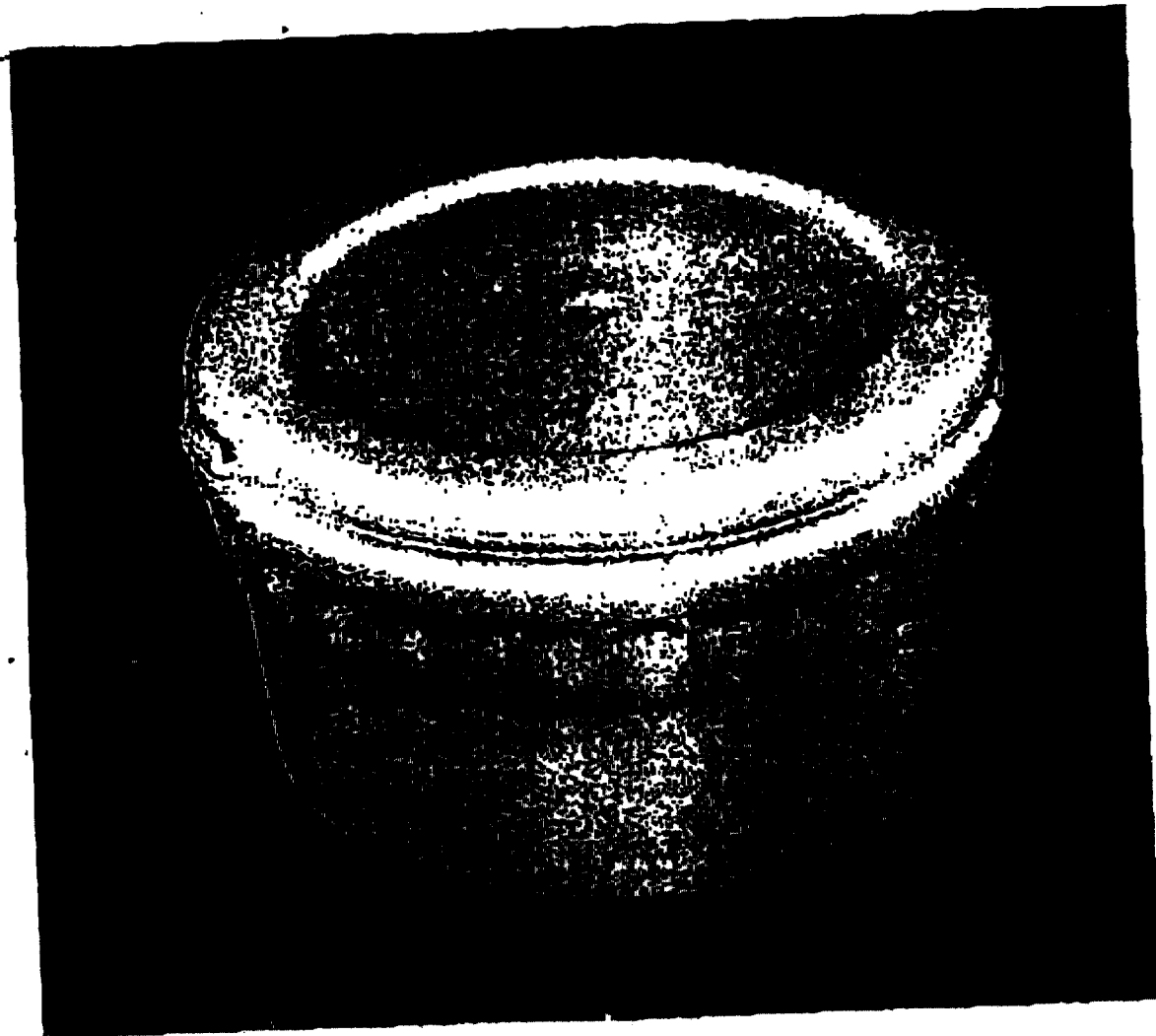

L

<p>compétents.</p> <p>Signé et accepté en trois copies à la date indiquée ci dessous</p> <p>Fait à Antony 9/3/00</p> <p>Le Cédant </p> <p>La Cessionnaire </p>	<p>French Courts of Paris.</p> <p>Signed and accepted in three copies on the above mentioned date ;</p> <p>Date Antony 9/3/00</p> <p>The Assignor </p> <p>The Assignee </p>
--	--

ANNEXE

1/8

BESTFOODS



PERSPECTIVE VIEW

[Handwritten signature]

5

STATEMENT OF NOVELTY

THE FEATURES OF THE DESIGN FOR WHICH NOVELTY IS CLAIMED
RESIDE IN THE SHAPE AND CONFIGURATION OF THE ARTICLE AS
SHOWN IN THE REPRESENTATIONS.

PATENT

REEL: 011698 FRAME: 0495

BESTFOODS

2/6

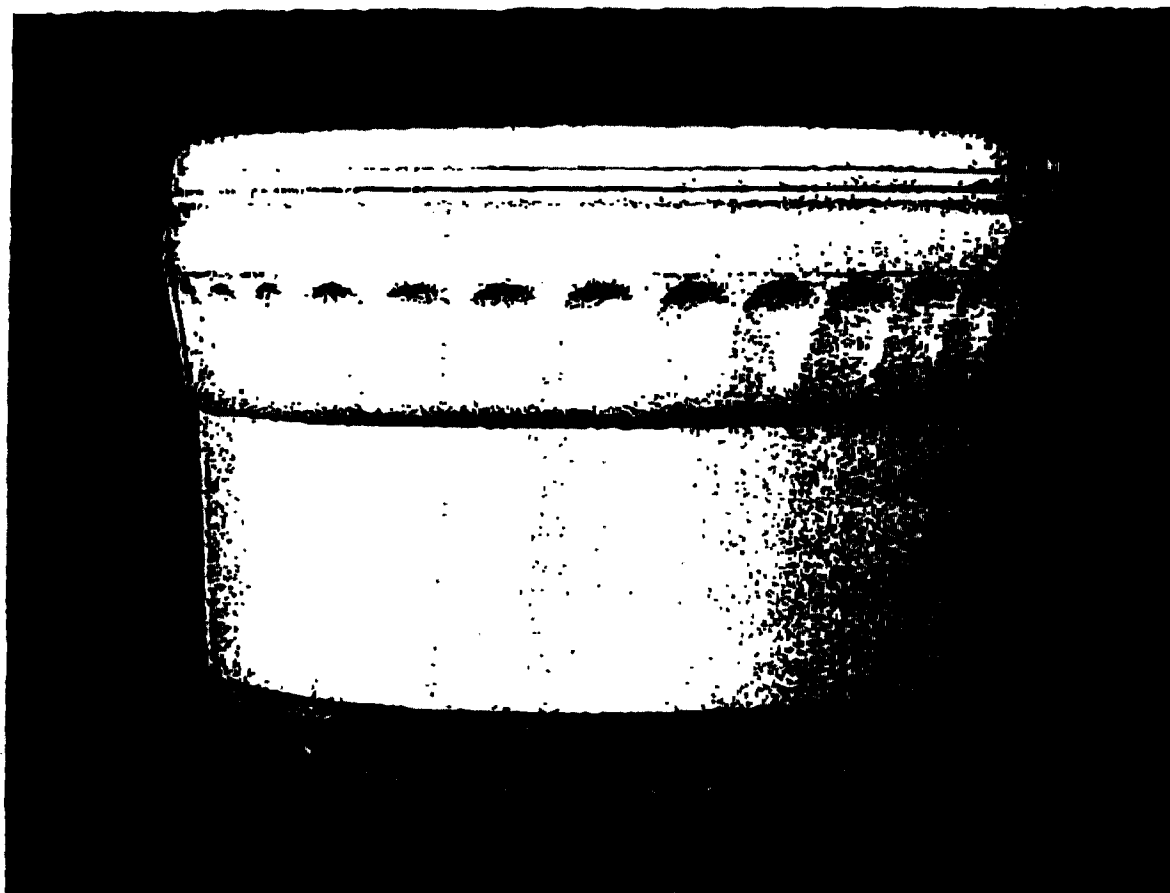


FRONT VIEW

Handwritten mark, possibly a signature or initials, consisting of a stylized 'A' and a checkmark-like symbol.

•BESTFOODS

3/8



SIDE VIEW

Ⓟ
4

PATENT

REEL: 011698 FRAME: 0497

BESTFOODS



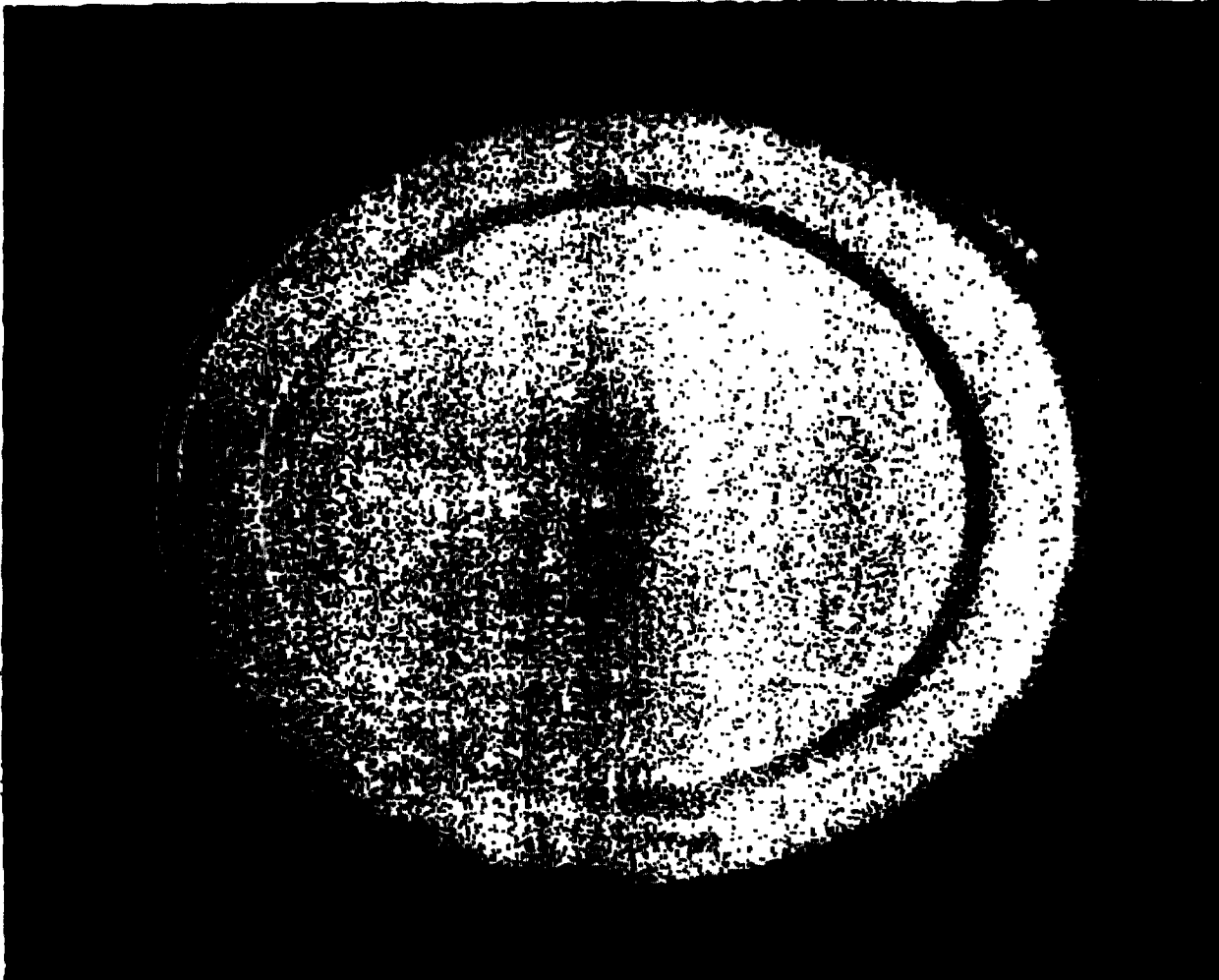
REAR VIEW

Q

4

BESTFOODS

5/6



Q

4

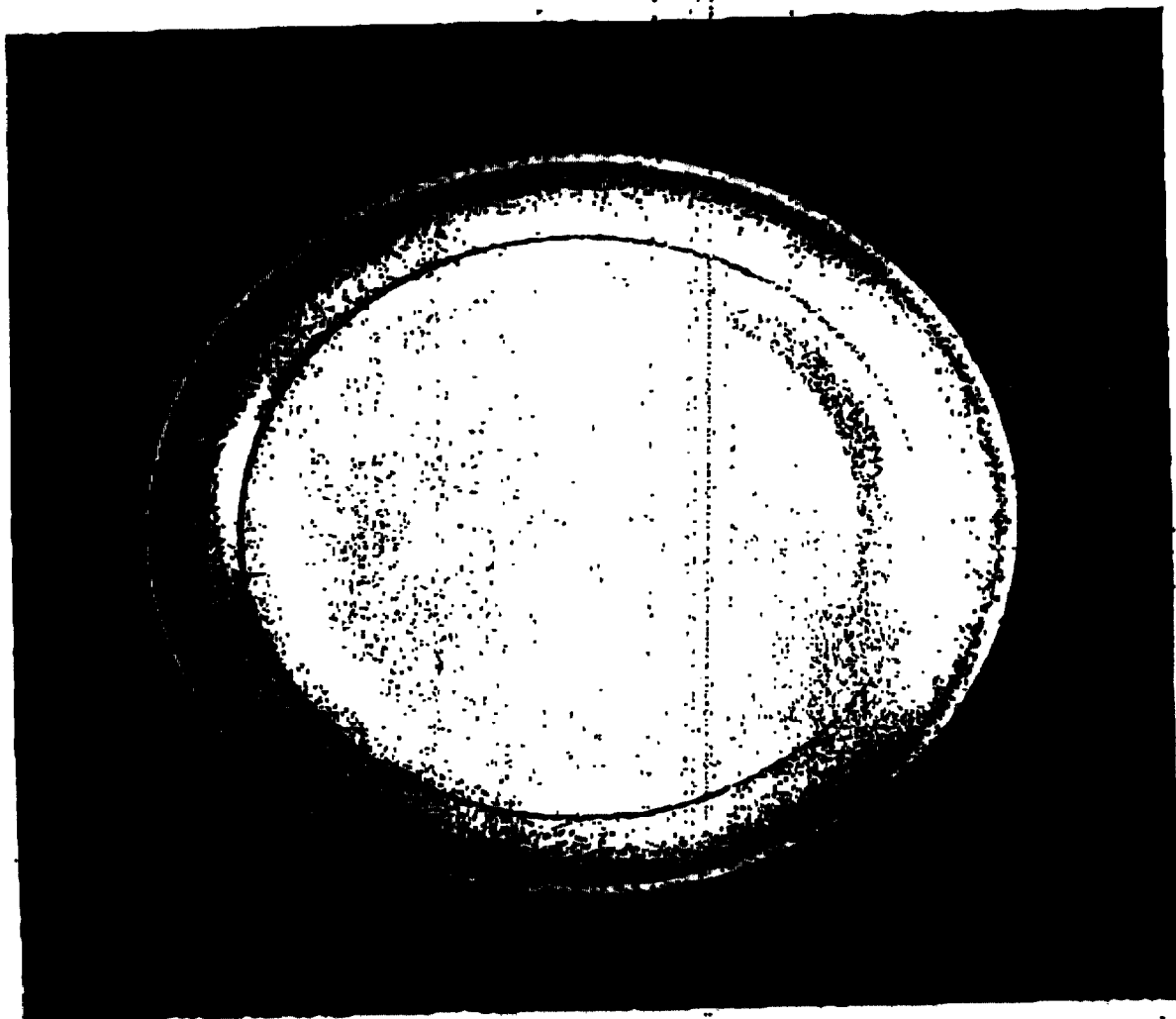
PLAN VIEW

PATENT

REEL: 011698 FRAME: 0499

BESTFOODS

6/6



UNDERNEATH
PLAN VIEW

Q

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