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Form PTO-1595 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

BRYANT, Michael Patrick  
65 O'Malley Road  
Marlborough, MA 01752

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: July 19, 2001

2. Name and address of receiving party(ies)

Name: WELCH FOODS INC., A Cooperative

Internal Address: \_\_\_\_\_

Street Address: 3 Concord Farms

575 Virginia Road

City: Concord State: MA Zip: 10742

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

4. Application number(s) or patent number(s): 29/146,286

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

A. Patent Application No. (s)

B. Patent No. (s)

Additional numbers attached?  Yes  No

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

Name: CAHOON, Colin P.

Internal Address: Carstens, Yee & Cahoon, L.L.P.

Street Address: P.O. Box 802334

City: Dallas State: TX Zip: 75380

6. Total number of applications and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0392

(Attach duplicate copy of this page if paying by deposit account)

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.

Colin P. Cahoon

Name of Person Signing

Signature

August 22, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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**Form PTO-1595**  
**Continuation of Item 1**  
**Name of Conveying Party(ies)**

HENDRICKS, William J.  
18 Beacon Hill Road  
Windham, NH 03087  
Executed Assignment on July 20, 2001

LERNER, Edward H.  
72 Potter Pone  
Lexington, MA 02421  
Executed Assignment on July 19, 2001

WARNER, Jim F.  
90 Adams Street  
Hoboken, NJ 07030  
Executed Assignment on July 29, 2001

YUN, Insun  
990 Sixth Avenue, #22-S  
New York, NY 10018  
Executed Assignment on July 29, 2001

## ASSIGNMENT

**WHEREAS**, we, Michael Patrick Bryant, a citizen of the United States, residing at 65 O'Malley Road, Marlborough, MA 01752, William J. Hendricks, a citizen of the United States, residing at 18 Beacon Hill Road, Windham, NH 03087, Edward H. Lerner, a citizen of the United States, residing at 72 Potter Pond, Lexington, MA 02421, Jim F. Warner, a citizen of the United States, residing at 90 Adams Street, Hoboken, NJ 07030, and Insun Yun, a citizen of the Republic of Korea, residing at 990 Sixth Avenue, #22-S, New York, NY 10018, are the inventors of the ornamental design invention BEVERAGE CONTAINER, for which we have executed an application for Letters Patent of the United States with attorney reference number CWELC.00006; and

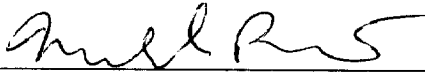
**WHEREAS, WELCH FOODS INC., A COOPERATIVE**, incorporated in the state of Michigan, with a principal place of business at 3 Concord Farms, 575 Virginia Road, Concord, Massachusetts 01742, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application;

**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 Michael Patrick Bryant, William J. Hendricks, Edward H. Lerner, Jim F. Warner, and Insun Yun, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said **WELCH FOODS INC., A COOPERATIVE**, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent 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 all rights of priority in any such country or countries based upon the filing of the said application for Letters Patent of the United States which are created by any law, treaty or international convention; and we hereby authorize and request the Director of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said **WELCH FOODS INC., A COOPERATIVE**, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

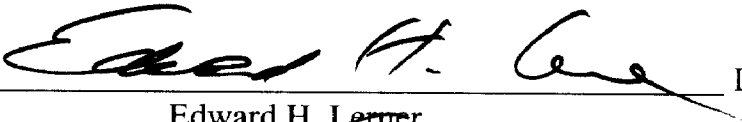
**AND WE HEREBY** covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

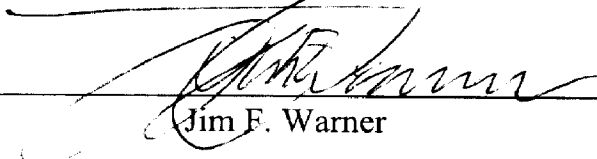
**AND WE HEREBY** further covenant and agree that we will communicate to said **WELCH FOODS INC., A COOPERATIVE**, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said **WELCH FOODS INC., A COOPERATIVE**, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.


IN TESTIMONY WHEREOF, we hereunto set my hand and seal the day and year set opposite my signature.

Date: JULY 19 2001  L.S.  
Michael Patrick Bryant

Date: JUL 20 2001 2001  L.S.  
William J. Hendricks

Date: 7/19 2001  L.S.  
Edward H. Lerner

Date: 7/29/ 2001  L.S.  
Jim F. Warner

Date: 7/29 2001  L.S.  
Insun Yun