



101865117

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

**10-101**

Daniele Karleskind  
 Ann M. Stark  
 Harapanahalli S. Muralidhara  
 Michael A. Porter  
 Ian Purtle  
 Jagannadh V. Satyavolu  
 William H. Sperber

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

Cargill, Inc.  
 15407 McGinty Road W.  
 Wayzata, Minnesota 55391

Additional conveying party(ies) NO

3. Nature of conveyance:  
**ASSIGNMENT**

Execution Date:  
 September 5, 2001  
 August 13, 2001  
 August 28, 2001  
 August 27, 2001  
 August 27, 2001  
 August 15, 2001  
 September 6, 2001

Additional name(s) & address(es) attached? NO

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

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

A. Patent Application Number(s):  
 09/883,496

B. Patent Number(s):

Additional numbers attached? NO

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

M. Reed Staheli  
 FOLEY & LARDNER  
 Firststar Center  
 777 East Wisconsin Avenue  
 Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

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

Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

M. Reed Staheli

9/25/01

Name of person signing  
10/03/2001 LMUELLER 00000145 09883496

Signature  
Registration No. 47,949

Date

01 FC:581 40.00 OF Total number of pages including cover sheet, attachments, and document: 6

**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, **Daniele Karleskind** of 10500, 33rd Ave. N., Plymouth, Minnesota 55441; **Ann M. Stark** of 2235 Plymouth Street, Marion, Iowa 52302; **Harapanahalli S. Muralidhara** of 2325 Yuma Lane North, Plymouth, Minnesota 55447; **Michael A. Porter** of 9123 Sycamore Lane N, Maple Grove, Minnesota 55369; **Ian Purtle** of 1280 Zircon Lane North, Plymouth, Minnesota 55447; **Jagannadh V. Satyavolu** of 1818 23rd Street NW, Cedar Rapids, Iowa 52405 and **William H. Sperber** of 5814 Oakview Circle, Minnetonka, Minnesota 55345; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PROTEIN SUPPLEMENTED BEVERAGE COMPOSITIONS** (Atty. Dkt. No. 023829-0126) for which an application for United States Letters Patent was filed on June 18, 2001 as Application No. 09/883,496; and

*WHEREAS*, **Cargill, Inc.**, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional,

continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

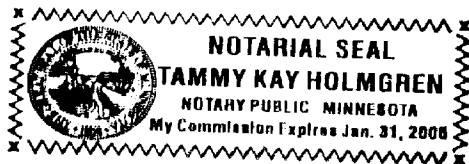
Executed this 5 day of September, 2001.

DANIELE KARLESKIND

State of Minnesota )  
County of Hennepin )ss.

On this 5 day of September, 2001, before me, a notary public in and for said county, appeared DANIELE KARLESKIND, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



Tammy Holmgren  
Notary Public

My Commission Expires: 10/31/05  
1/31/05

Executed this 13<sup>th</sup> day of August, 2001.

Ann M. Stark  
ANN M. STARK

State of Iowa )  
County of Linn )ss.

On this 13<sup>th</sup> day of AUGUST, 2001, before me, a notary public in and for said county, appeared ANN M. STARK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Daryle Lampe  
Notary Public

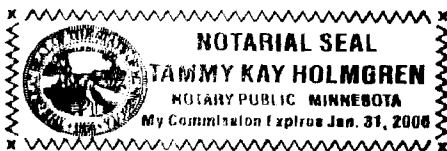
My Commission Expires: MAY 6, 2004

Executed this 28 day of Aug, 2001.

Harapanahalli S. Muralidhara  
HARAPANAHALLI S. MURALIDHARA

State of Minnesota )  
County of Hennepin )ss.

On this 28<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared HARAPANAHALLI S. MURALIDHARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

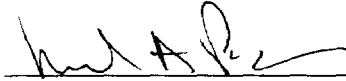


(Seal)

Tammy Holmgren  
Notary Public

My Commission Expires: 1/31/06

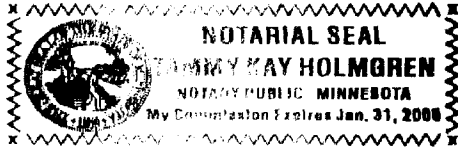
Executed this 27 day of August, 2001.



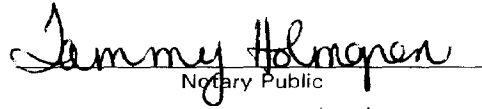
\_\_\_\_\_  
MICHAEL A. PORTER

State of Minnesota )  
County of Hennepin )ss.

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared MICHAEL A. PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

  
Notary Public

My Commission Expires: 1/31/05

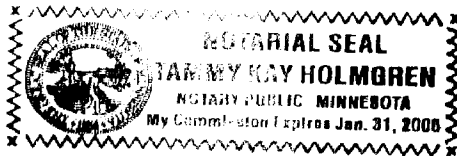
Executed this 27<sup>th</sup> day of August, 2001.



\_\_\_\_\_  
IAN PURTLE

State of Minnesota )  
County of Hennepin )ss.

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared IAN PURTLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

  
Notary Public

My Commission Expires: 1/31/05

Executed this 15 day of August, 2001.

Jagannadh V. Satyavolu  
JAGANNADH V. SATYAVOLU

State of Iowa )  
County of Linn ) ss.

On this 15<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Nancy A. Peters  
Notary Public

My Commission Expires: 9/12/2003

(Seal)

Executed this 6<sup>th</sup> day of September, 2001.

William H. Sperber  
WILLIAM H. SPERBER

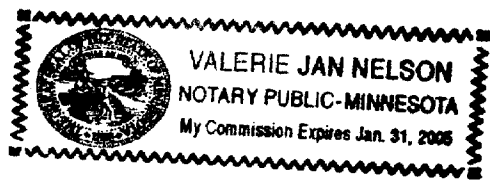
State of Minnesota )  
County of Hennepin ) ss.

On this 6<sup>th</sup> day of September, 2001, before me, a notary public in and for said county, appeared WILLIAM H. SPERBER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Valerie Jan Nelson  
Notary Public

My Commission Expires: January 31, 2005

(Seal)



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Karleskind et al.  
 Title: PROTEIN SUPPLEMENTED  
 BEVERAGE COMPOSITIONS  
 Appl. No.: 09/883,496  
 Filing Date: 06/18/2001  
 Examiner: Not yet assigned  
 Art Unit: 1723

<p><b>CERTIFICATE OF MAILING</b></p> <p>I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on the date below.</p> <p style="text-align: center;"><i>Deborah Kocorowski</i></p> <p style="text-align: center;">(Printed Name)</p> <p style="text-align: center;"><i>Deborah Kocorowski</i></p> <p style="text-align: center;">(Signature)</p> <p style="text-align: center;"><i>September 25, 2001</i></p> <p style="text-align: center;">(Date of Deposit)</p>
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Commissioner for Patents  
 Box ASSIGNMENT  
 Washington, D.C. 20231

**ASSIGNMENT TRANSMITTAL**

Transmitted herewith are the following documents for the above-identified application.

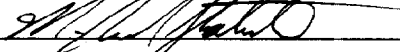
- Assignment Recordation Cover Sheet (1 pg.).
- Executed Assignment of the invention to Cargill, Inc. (5 pgs.).
- Check in the amount of \$40.00 for Assignment recordation.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447.

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date September 25, 2001

By 

FOLEY & LARDNER  
Firstar Center  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-5367  
Telephone: (414) 297 5765  
Facsimile: (414) 297-4900

M. Reed Staheli  
Attorney for Applicant  
Registration No. 47,959