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Form PTO-1595  
(Rev. 03/01)

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

OMB No. 0651-0027 (exp. 5/31/20)

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

## 1. Name of conveying party(ies):

UNILEVER N.V.

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

Name: NIPPON SUISAN DELWARE LLC

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

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

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

Street Address: 1320 Newton Street

City: Los Angeles State: CA Zip: 90021

Execution Date: October 1, 2001

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

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

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)

5,031,496, 5,125,305, and 5,339,945

Additional numbers attached? ☐ Yes ☒ No

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

Name: DeAnne Ozaki, Esq.

Internal Address: Latham &amp; Watkins

Street Address: 633 West Fifth Street

Suite 4000

City: Los Angeles State: CA Zip: 90021

## 6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00



Enclosed



Authorized to be charged to deposit account

## 8. Deposit account number:

(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.*

Rachel Pinto

Name of Person Signing

Signature

10.17.01

Date

01/04/2002 DBYRNE

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Total number of pages including cover sheet, attachments, and documents: 11

120.00

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All documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 012407 FRAME: 0185

PATENT ASSIGNMENT

This PATENT ASSIGNMENT is made and entered into this 1<sup>st</sup> day of October, 2001 (this "Assignment"), by UNILEVER N.V., a corporation incorporated under the laws of The Netherlands with an office at Weena 455, 3013 AL Rotterdam, The Netherlands ("Assignor"), to NIPPON SUISAN DELAWARE LLP, a Delaware limited liability company with an office at 1320 Newton Street, Los Angeles, California 90021 ("Assignee").

WHEREAS, Assignor is the owner of the right, title and interest in and to certain United States Patents as a result of assignments recorded in the U.S. Patent Office and identified as:

5,031,496	Lobash, Lyons, Morrison, Rustad – APPARATUS AND METHOD UTILIZING A WATER JET FOR CUTTING FROZEN FISH SLABS INTO A PLURALITY OF INDIVIDUAL PORTIONS  Recorded on July 30, 1996, Reel 7936, Frame 0443  Issued: July 16, 1991
5,125,305	Morrison, Elander, Rustad, Lyons – APPARATUS AND METHOD FOR CUTTING SLABS FROM A FROZEN FISH BLOCK  Recorded on July 30, 1996, Reel 7936, Frame 0443  Issued: June 30, 1992
5,339,945	Brash, Berkholz, Ericson, Ciaramitaro – INDEXING DEVICE FOR A GRAVITY LOG-FEEDING SYSTEM

Recorded on May 4, 2001, Reel 011763, Frame 0396

Issued: August 23, 1994

The foregoing patents are referred to herein as the "Patents";

WHEREAS, the Patents are subject to a nonexclusive royalty-free license to General Mills Inc. (the "GMI License") attached hereto as Appendix A;

WHEREAS, Assignee is desirous of obtaining Assignor's right, title and interest in and to the Patents; and

WHEREAS, subject to the GMI License, Assignor has agreed to assign to Assignee its rights in and to the Patents pursuant to the terms of the Asset Purchase Agreement among Conopco, Inc., U L Canada Inc. and Nippon Suisan (U.S.A.), Inc. dated as of August 16, 2001 (the "Asset Purchase Agreement").

NOW, THEREFORE, subject to the GMI License and in consideration of the premises contained in this Assignment and the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, its right, title and interest in and to the Patents and the inventions claimed therein, together with all rights of priority under the Paris Convention.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
executed in its name by its duly authorized officers and its seal to be affixed as of this  
1<sup>st</sup> day of October, 2001.

UNILEVER N.V.,

By:

Name:

Title:

Name:

Title:

(both duly authorized)

ATTEST:

(Corporate Seal)

On this \_\_\_\_ day of \_\_\_\_\_, 2001, before me personally appeared \_\_\_\_\_, to me known, who being before me personally sworn, did depose and say that s/he is the \_\_\_\_\_ of Unilever N.V., the corporation described herein, and which executed the foregoing instrument, which instrument s/he is authorized to execute on behalf of said corporation.

Notary Public

**APPENDIX A**

## APPENDIX A

LICENSE AGREEMENT UNILEVER TO GMI

THIS AGREEMENT, made and entered into the 18<sup>th</sup> day of May, 1995, by and between General Mills, Inc. (GMI), a Delaware corporation, with an office at Number One General Mills Boulevard, Minneapolis, Minnesota 55426, and Unilever N.V. (UNILEVER), a corporation of The Netherlands, with an office at Weena 455, 3013 AL Rotterdam, The Netherlands.

WHEREAS, as of May 18, 1995, UNILEVER has become the owner, by assignment from GMI, of certain United States patents identified as follows:

4,276,795	Hasmussen, Rustad, Tsuchiya, Morrison, Fiden, Huston, Morse - FISH STICK CUTTING METHOD AND APPARATUS Issued: July 7, 1981
4,299,150	Huston, Morrison, Rasmussen, Tsuchiya - METHOD AND APPARATUS FOR SEVERING PORTIONS FROM A PLURALITY OF FROZEN COLUMNS OF FISH OR THE LIKE Issued: November 10, 1981
4,348,923	Morrison, Rasmussen, Huston, Tsuchiya - METHOD FOR SEVERING PORTIONS FROM A PLURALITY OF FROZEN COLUMNS OF FISH OR THE LIKE Issued: September 14, 1982
5,031,496	Lobash, Lyons, Morrison, Rustad - APPARATUS AND METHOD UTILIZING A WATER JET FOR CUTTING FROZEN FISH SLABS INTO A PLURALITY OF INDIVIDUAL PORTIONS Issued: July 16, 1991

5,125,305 Morrison, Elander, Rustad, Lyons - APPARATUS  
AND METHOD FOR CUTTING SLABS FROM A  
FROZEN FISH BLOCK

Issued: June 30, 1992

5,339,945 Brash, Berkholz, Ericson, Ciaramitaro - INDEXING  
DEVICE FOR A GRAVITY LOG-FEEDING SYSTEM

Issued: August 23, 1994

Such patents referred to herein as "Patents"; and

WHEREAS, GMI is desirous of obtaining the license rights under said Patents,

and UNILEVER is willing to grant license rights to GMI under the terms and  
conditions set forth below.

NOW, THEREFORE, in consideration of the agreements contained in this  
License, the Asset Purchase Agreement between GMI and Unilever U.S. dated  
May 18, 1995, and other good and valuable consideration, the receipt and  
sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. UNILEVER represents and warrants that it has the right to enter into this  
Agreement by virtue of an Assignment from GMI dated May 18, 1995.
2. UNILEVER hereby grants to GMI the nonexclusive right and license to  
and under the Patents, to manufacture, have manufactured for it, and  
use equipment embodying the inventions set forth and claimed in said  
Patents, for use in conjunction with the production and sale of GMI  
consumer foods products except for the areas of development.

manufacturing, packaging, marketing, distributing and selling of frozen and canned fish and seafood products and food service breadings and batter products and any other business heretofore conducted by GMI under the Gorton's tradename. This right and license shall be effective as of the date first above written.

3. The license granted herein shall be royalty free.
4. GMI shall have no right to grant sublicenses.
5. The license shall be for the full term of the Patents, unless terminated earlier by GMI.
6. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and successors thereof.
7. UNILEVER shall have the right to assign its rights hereunder to any third party without the prior written consent of GMI; provided, however, that such assignee shall thereafter be bound by the provisions of this Agreement. GMI shall have the right to assign its rights hereunder to its successors in the business of selling consumer products except for the areas of development, manufacturing, packaging, marketing, distributing and selling of frozen and canned fish and seafood products and food service breadings and batter products and any other business heretofore conducted by GMI under the Gorton's tradename without the prior



written consent of UNILEVER, but upon prompt written notice to UNILEVER. This Agreement and rights hereunder may not otherwise be assigned or sublicensed by GMI without the prior written consent of UNILEVER, which consent shall not unreasonably be withheld.

8. GMI agrees to pay the maintenance fees which become due for the Patents for a period of one (1) year from the date set forth above, subject to being reimbursed therefor by UNILEVER; thereafter, UNILEVER shall be responsible for paying such maintenance fees. In the event that UNILEVER decides not to pay such maintenance fees, UNILEVER shall notify GMI and GMI shall have the right to pay such maintenance fees.
9. If any provision of this Agreement is for any reason declared to be invalid, the validity of the remaining provisions shall not be affected thereby.
10. This Agreement shall be interpreted in accordance with and governed by the laws of the State of New York.
11. Any notices provided for herein shall be sent in writing and shall be mailed to

If to GMI:

General Mills, Inc.  
Number One General Mills Boulevard  
Minneapolis, Minnesota 55426

Attn: Law Department

If to UNILEVER: Unilever N.V.  
c/o Unilever United States, Inc.  
390 Park Avenue  
New York, New York 10022

Attn: General Counsel

IN WITNESS WHEREOF, the Parties have caused this instrument to be  
executed as of the day and year first above written.

Witness:

Cheryl Deane

GENERAL MILLS, INC.

By Robert W. Frost

Title \_\_\_\_\_

UNILEVER N.V.

Witness:

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

FROM: GRAVATH SWAIN & MOORE  
SENT BY: PATENT DEPT.

(SAT) 9. 29' 01 0:04/ST. 23:39/NO. 4861019533 P 80  
UNILEVER- 212 318 3680. = 2

5-16-95 10:39AM  
5-15-85 9:08PM  
PATENT DEPT.

UNILEVER-

No. 0111 P. 8.7

W to UNILEVER: Unilever N.Y.  
c/o Unilever United States, Inc.  
380 Park Avenue  
New York, New York 10022

Attn: General Counsel

IN WITNESS WHEREOF, the Parties have caused this instrument to be  
executed as of the day and year first above written.

Witness:

GENERAL MILLS, INC.

By

Title

Witness:

*Johannes Gerarden Maria Guelken*  
6/05/95

UNILEVER N.Y.

By

Title

A.J.M. Dries  
(authorized signatory)

16/05/95