

02-04-2002

1-18-02

R



101969156

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

1. Name of conveying party(ies):

Andree Armand	November 2, 2001
First Assignor	Date of Execution
Denise W. Lam	October 30, 2001
Second Assignor	Date of Execution
Steve Rittmanic	October 29, 2001
Third Assignor	Date of Execution
Samina Vanwinkle	October 26, 2001
Fourth Assignor	Date of Execution
Fifth Assignor	Date of Execution
Sixth Assignor	Date of Execution

Additional name(s) of conveying party(ies) attached? ( ) YES (X) NO

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

Name: Nutricia USA, Inc.  
 Street Address: 6111 Broken Sound Parkway NW  
 City: Boca Raton  
 State Florida ZIP 33487-3693  
 Additional name(s) & address attached? ( ) YES (X) NO

3. Nature of Conveyance (check only one):

(X) New Assignment ( ) Merger  
 ( ) License Agreement ( ) Security Agreement  
 ( ) Change of Name ( ) Other:  
 ( ) Cross-reference of Assignment filed in United States  
 Application No. / / , recorded on \_\_\_\_\_ at  
 Reel No. \_\_\_\_\_ and Frame No. \_\_\_\_\_

4. Identification of Application number(s), patent number(s) OR date of execution of application to which assignment refers:

Application Nos.:

09/897,084

Patent Nos.:

JAN 18 2002

Date application was signed by the first named executing inventor

(Fill-in this date only if assignment is filed together with a new application)

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

Name: S. Maurice Valla  
 WOODCOCK WASHBURN LLP  
 One Liberty Place - 46th Floor  
 Philadelphia, Pennsylvania 19103-7301  
 215-568-3100

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$40.00  
 (X) Enclosed  
 ( ) Authorized to be charged to Deposit Account  
 Number 23-3050

8. Please charge any deficiency or credit any overpayment to Deposit Account Number 23-3050

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.

S. Maurice Valla/43,966  
Name of Person Signing/Reg. No.

Signature

November 7, 2001

Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: 6

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

02/01/2002 DBYRNE 00000035 09897084

FC:581

40.00 DP

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

**(Pending Application;  
Serial No. Known)**

**ASSIGNMENT**

WHEREAS, we **Andree Armand, Denise W. Lam, Steve Rittmanic, and Samina Vanwinkle**, hereinafter referred to as the assignors, residing respectively at **808 Crestmoore Place, Venice, California 90291, 14211 Utrillo Drive, Irvine, California 92606, 3465 NW 25<sup>th</sup> Way, Boca Raton, Florida 33434, and 10237 Allegro Drive, Boca Raton, Florida 33428** are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. **09/897,084**, filed **July 3, 2001**, entitled **NOVEL FOOD PRODUCTS CONTAINING BETAINE**; and

WHEREAS, **Nutricia USA, Inc.** hereinafter referred to as the assignee, of **6111 Broken Sound Parkway NW, Boca Raton, Florida 33487-3693**, a corporation of **Delaware**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

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 further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks 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 to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

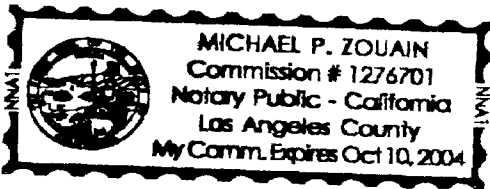
IN WITNESS WHEREOF, we have hereunto set our hands and seals.

11/02/01  
Date

Andree Armand (L.S.)  
Andree Armand

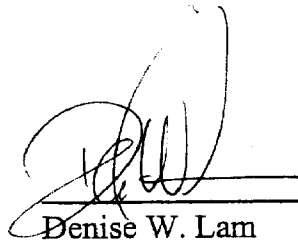
STATE OF CA :  
: SS  
COUNTY OF Los Angeles :

On this 2nd day of May, year of 01 before me personally came the above named Andree K Armand to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.



[Signature]  
Notary Public

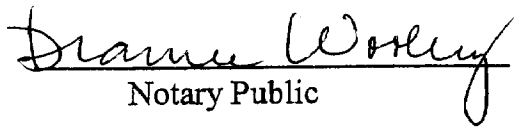
10.30.01  
Date

  
\_\_\_\_\_ (L.S.)  
Denise W. Lam

STATE OF California :  
  : SS  
COUNTY OF Orange :

On this 30 day of Oct., year of 2001 before me personally came the above named Denise W. Lam to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.



  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Rittmanic (L.S.)

STATE OF \_\_\_\_\_ :  
  : SS  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, before me personally came the above named \_\_\_\_\_ to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date Denise W. Lam (L.S.)

STATE OF \_\_\_\_\_ :  
: SS  
COUNTY OF \_\_\_\_\_ :

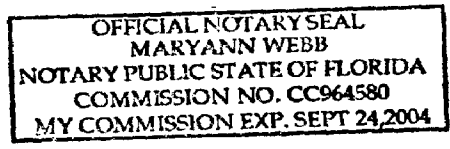
On this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_, before me personally came the above named \_\_\_\_\_ to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

\_\_\_\_\_  
Notary Public

29 Oct 01  
Date Steve Rittmanic (L.S.)

STATE OF Florida :  
: SS  
COUNTY OF Palm Beach :

On this 29<sup>th</sup> day of October, year of 2001, before me personally came the above named Steve Rittmanic to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.



Maryann Webb  
Notary Public

10/26/01  
Date

Samina Van Winkle (L.S.)  
Samina Vanwinkle

STATE OF Florida :  
COUNTY OF Palm Beach : SS

On this 26 day of October, year of 2001, before me personally came the above named Samina Vanwinkle to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Carole Vitale  
Notary Public

