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**)N COVER SHEET** ,LY-

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To: Honorable Commissioner of Patents and Trademarks:

	10. 110	morable Commissioner of Fatents and Trademarks.
		Please record the attached original document(s) or copy thereof.
	1.	Name of conveying party(ies) a) WEBVAN GROUP, INC. b) c)
?	2.	Name and address of receiving party(ies):  a) Name: KAISER FOUNDATION HOSPITALS Address: 1 Kaiser Plaza, 19 <sup>th</sup> Floor, Oakland, CA 94612
í	3.	Nature of conveyance  Assignment Merger  Security Agreement Change of Name  License Agreement  Other: Transfer of IP rights from one entity to another by contractual agreement  Original Assignment Document Recorded at: Reel/Frame 011106/0904  Execution Date: October 17, 2001
4	4.	Application Number(s) or Patent Number(s): 09/566,912
		The title of the (new) application is:
		METHOD AND APPARATUS FOR HANDLING AND TRANSPORTING TEMPERATURE SENSITIVE ITEMS
:	5.	Please send all correspondence concerning this (these) documents to:
		Customer Number: 022434  BEYER WEAVER & THOMAS, LLP P.O. Box 778 Berkeley, CA 94704-0778 Phone (510) 843-6200 Fax (510) 843-6203
1	6.	Total number of applications and patents involved: 1
	7.	Total fee (37 CFR 3.41): \$40.00
		Enclosed Any additional fees are authorized to be charged to Deposit Account No. 50-0388 (Order No. <u>WVANP008</u> )
	8. attache	To the best of my knowledge and belief, the foregoing information is true and correct and any ed copy is a true copy of the original document.
-	Date:	December 20, 2001  Dean E. Wolf Registration No. 37,260
02/01/20	05 FWNEI	LER 00000199 09566912
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Attorney Docket No. WVANP008

(Revised 01/96)

## **ASSIGNMENT**

WEBVAN GROUP, INC. ("ASSIGNOR"), located at 310 Lakeside Drive, Foster City, California hereby sells, assigns and transfers the entire right, title and interest for the United States and its territorial possessions, and in all foreign countries, including all rights to claim priority, in and to any and all of the following U.S. Patent Applications:

Serial No. 09/568,603, filed May 10, 2000 Serial No. 09/568,570, filed May 10, 2000 Serial No. 09/568,614, filed May 10, 2000 Serial No. 09/568,613, filed May 10, 2000 Serial No. 09/568,572, filed May 10, 2000 Serial No. 09/568,823, filed May 10, 2000 Serial No. 09/568,569, filed May 10, 2000 Serial No. 09/566,912, filed May 9, 2000 Serial No. 09/568,571, filed May 10, 2000 Serial No. 09/792,400, filed February 22, 2001 Serial No. 09/810,891, filed March 16, 2001 Serial No. 09/813,235, filed March 19, 2001 Serial No. 09/750,385, filed December 27, 2000 Serial No. 09/240,305, filed January 29, 1999

and any legal equivalent thereof in a foreign country, and any reissue or re-examination thereof to:

KAISER FOUNDATION HOSPITALS ("ASSIGNEE"), a California nonprofit public benefit corporation.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from ASSIGNEE, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR requests that any and all patents for said inventions be issued to ASSIGNEE in the United States and in all countries foreign to the United States, or to such nominees as ASSIGNEE may designate.

ASSIGNOR hereby covenants with said ASSIGNEE that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

PATENT REEL: 012527 FRAME: 0489 ASSIGNOR further covenants that ASSIGNEE will, upon request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and ASSIGNOR will testify to the same in any interference, litigation or proceeding related thereto, and ASSIGNOR will promptly execute and deliver to ASSIGNEE or ASSIGNEE's legal representatives any and all papers, instruments or affidavits required to maintain, issue and enforce said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

WEBVAN GROUP, INC.

Date: 090186217, 2001

Name:

By:

Title: Cさひ

STATE OF CALIFORNIA

COUNTY OF SHA MATEU

) ss.

On this 17TH day of October, 2001, before me, Lee HARRISON, a Notary Public, personally appeared HARY ACCC TAYER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person/s whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature/s on the instrument the person/s or the entity upon behalf of which the person/s acted, executed the instrument.

WITNESS my hand and official seal.

LEE HARRISON
Comm. # 1315430
NOTARY PUBLIC - CALIFORNIA
San Mateo County
My Comm. Expires July 28, 2005

NOTARY PUBLIC

Doc. #99546 SV

RECORDED: 01/22/2002

PATENT REEL: 012527 FRAME: 0490