



04-18-2002



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Form PTO-1533 (Rev. 03/01) **RE**
OMB No. 0651-0027 (exp. 5/31/2002)

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):

Gary Chisholm (April 1, 2002)

4-11-02

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

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Mars Incorporated

Internal Address: _____

Street Address:

Mars Incorporated
6885 Elm Street

City: McLean

State: VA

Zip: 22101-3883

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 new application is: _____

A. Patent Application No.(s):

10/037,424

B. Patent No.(s): _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: Melissa W. Acosta

FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: HO-P02313US0

Street Address: 1301 McKinney, Suite 5100

City:
Houston

State:
TX

Zip:
77010-3095

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:

06-2375

(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.

Melissa W. Acosta

Name of Person Signing

Signature

April 11, 2002

Date

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

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. ET575269951US, in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: April 11, 2002

Signature: Staci Harris

(Staci V. Harris)

04/15/2002 SSESHE1 00000075 10037424

01 FC:105
02 FC:581

130.00/DP
40.00/DP

PATENT
REEL: 012788 FRAME: 0616

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 1ST day of April, 2002, by Gary Chisholm (hereinafter referred to as Assignor), residing at 2447 Colt Road, Rancho Palos Verdes, California 90275;

WHEREAS, Assignor has invented certain new and useful improvements in HAND-HELD FOOD PACKAGE, set forth in a Patent application for Letters Patent of the United States, already filed on October 29, 2001 as U.S. Application No. 10/037,424; and

WHEREAS, Mars Incorporated, a Corporation organized under and pursuant to the laws of the State of Delaware having its principal place of business at 6885 Elm Street, McClean, VA 22010-3883 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

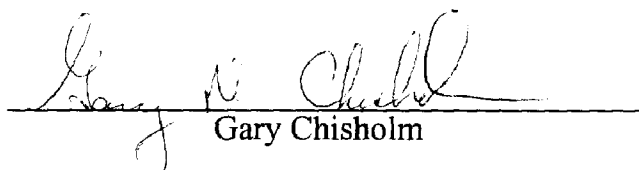
AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

Melissa W. Acosta	45,872	Paul E. Krieger	25,886	John E. Schneider	31,998
Alberto Q. Amatong, Jr.	41,580	Michael S. McCoy	46,913	Jan K. Simpson	33,283
Ronald G. Bliss	28,691	John M. Mings	35,955	Melissa L. Sistrunk	45,579
Gino Catena	45,546	Thomas D. Paul	32,714	Edward D. Steakley	47,964
Paul L. DeVerter, II	19,747	Jayne C. Piana	48,424	William A. Stout	18,773
Marc L. Delflache	28,942	Doak C. Procter, IV	P-48,705	Charles B. Walker, Jr.	43,231
David L. Fox	40,612	James W. Repass	30,487	Richard S. Zembek	43,306
Eric B. Hall	46,751				

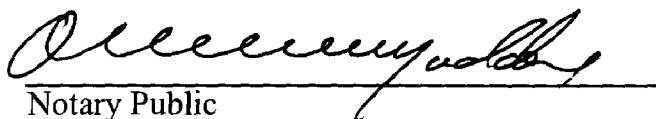
AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.


Gary Chisholm

Date: 1 April '02

United States of America)
State of California) ss.:
County of Los Angeles)

1 day of April, 2002, before me
personally came Gary Chisholm, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public



25088791.1

RECORDED: 04/11/2002

PATENT
REEL: 012788 FRAME: 0619