

04-30-2002

Docket No.: 11108Z

EET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Tab settings → → → ▼

102072632

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

1. Name of conveying party(ies):

Ronald D'Amelia Jack Homey Thomas J. Carroll
Joseph Bell Martin Cole
Walter Hopkins Robert J. Huzinec
Saul Scheinbach Judith K. Cooley

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

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

Name: **HERSHEY CHOCOLATE AND
CONFECTIONARY CORPORATION**
Address: **5060 Ward Road**

City: **Wheat Ridge** State/Prov.: **CO**

Country: **USA** ZIP: **80033**

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **8/8/01; 8/10/01; 10/16/01; 8/21/01; 8/13/01;
8/15/01; 8/24/01; 8/24/01; & 8/24/01**
RESPECTIVELY

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

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

Patent Application No. Filing date
09/923,095 August 6, 2001

B. Patent No.(s)

Additional numbers

☐ Yes ☐ No

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

Name: **Edward W. Grolz**
Registration No. **33,705**
Address: **SCULLY, SCOTT, MURPHY & PRESSER**
400 Garden City Plaza

City: **Garden City** State/Prov.: **NY**
Country: **USA** ZIP: **11530**

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41): \$ **40.00**

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account
☐ Authorized to be charged to deposit account

8. Deposit account number:

19-1013/SSMP

(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.

Edward W. Grolz

Name of Person Signing

Signature

November 21, 2001

Date

Total number of pages including cover sheet, attachments, and

32

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned,

Ronald D'Amelia
Joseph Bell
Walter Hopkins
Saul Scheinbach
Jack Homcy
Martin Cole
Robert J. Huzinec
Judith K. Cooley
Thomas J. Carroll

Hereby sell, assign and transfer to HERSHEY CHOCOLATE AND CONFECTIONARY CORPORATION, a corporation of Delaware, having a place of business at 5060 Ward Road, Wheat Ridge, CO 80033, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all improvements which are disclosed and claimed, and as possessed by the undersigned, any and all improvements which are disclosed but not claimed, in the application for United States Patent, which has been executed by the undersigned on 8/8/01;8/10/01;10/16/01;8/21/01;8/13/01;8/15/01; 8/24/01;8/24/01; AND 8/24/01, and is entitled
RESPECTIVELY

**BREATH FRESHENING COMESTIBLE PRODUCT AND METHOD
OF CONTROLLING BREATH MALODOR**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed on any of said improvements disclosed in said application; and in and to all

original and reissued patents which have been or shall be issued on said improvements;

Authorize and request the Commissioner of Patents to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this Assignment, any and all United States Letters Patent on said improvements, or any of them, disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent for said improvements, or any of them; and may claim, in applications for said foreign Letters Patent, the priority of the aforesaid United States application under the provisions of the International Convention; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said improvements and for vesting title to said improvements and

all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives 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.

Ronald D'Amelia

Date: _____

Witness: _____

Joseph Bell

Date: _____

Witness: _____

Walter Hopkins

Date: _____

Witness: _____

Saul Scheinbach

Date: _____

Witness: _____



Jack Homcy

Date: 8/13/01

Witness: _____

Martin Cole

Date: _____

Witness: _____

Robert J. Huzinec

Date: _____

Witness: _____

Judith K. Cooley

Date: _____

Witness: _____

Thomas J. Carroll

Date: _____

Witness: _____

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Ronald D'Amelia

Date: _____

Witness: _____

Joseph Bell

Date: _____

Witness: _____

Walter Hopkins

Date: _____

Witness: _____

Saul Scheinbach

Date: _____

Witness: _____

Jack Homcy

Date: _____

Witness: _____



Martin Cole

Date: 15th August 2001

Witness: B. Cole

Robert J. Huzinec

Date: _____

Witness: _____

Judith K. Cooley

Date: _____

Witness: _____

Thomas J. Carroll

Date: _____

Witness: _____

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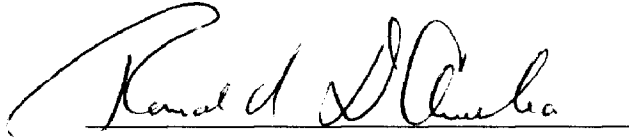
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Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.



Ronald D'Amelia

Date: 8/8/01

Witness: _____

Joseph Bell

Date: _____

Witness: _____

Walter Hopkins

Date: _____

Witness: _____

Saul Scheinbach

Date: _____

Witness: _____

Jack Homcy

Date: _____

Witness: _____

Martin Cole

Date: _____

Witness: _____

Robert J. Huzinec

Date: _____

Witness: _____

Judith K. Cooley

Date: _____

Witness: _____

Thomas J. Carroll

Date: _____

Witness: _____

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Ronald D'Amelia

Date: _____

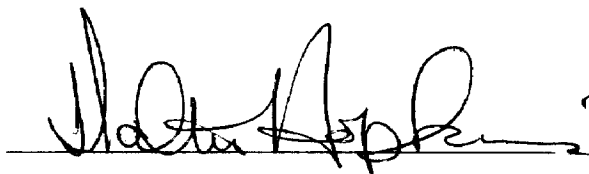
Witness: _____

Joseph Bell
Joseph Bell

Date: August 10, 2001

Witness: Deneen McNeill

DENEEN McNEILL
Notary Public of New Jersey
My Commission Expires On March 28, 2005

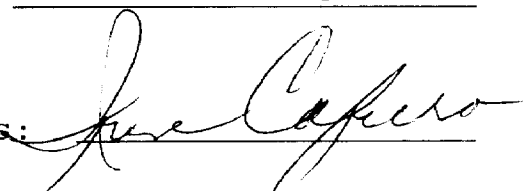


Walter Hopkins

**NOTARY PUBLIC-NEW JERSEY
IRENE CAPIERO
COUNTY OF HUDSON**

My Commission Expires January 28, 2004

Date: 10/16/01

Witness: 

Saul Scheinbach

Date: _____

Witness: _____

Jack Homcy

Date: _____

Witness: _____

Martin Cole

Date: _____

Witness: _____

Robert J. Huzinec

Date: _____

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Judith K. Cooley

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Saul Scheinbach

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Jack Homcy

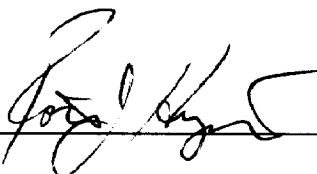
Date: _____

Witness: _____

Martin Cole

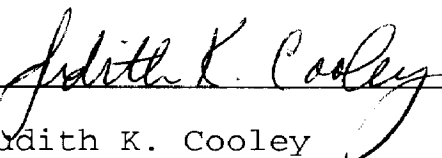
Date: _____

Witness: _____


Robert J. Huzinec

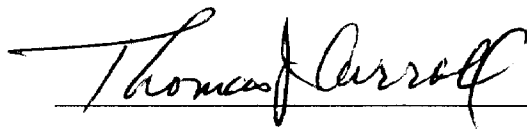
Date: 8/24/01

Witness: W. Phil B. Chilton


Judith K. Cooley

Date: 8/24/01

Witness: W. Phil B. Chilton


Thomas J. Carroll

Date: 8/24/01

Witness: W. Phil B. Chilton

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Date: _____

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Joseph Bell

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Walter Hopkins

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Saul Scheinbach

Saul Scheinbach

Date: 8/21/01

Witness: _____

Jack Homcy

Date: _____

Witness: _____

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