

08-29-2002

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Attorney Docket Number : 88265-7324

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
Box Assignment
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Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Peter W. CARHUFF *08-19-02* (executed 7/16/02)

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

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

**NESTEC S.A.
Avenue Nestlé 55
CH-1800 Vevey
SWITZERLAND**

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: _____

4. Application number(s) or patent number(s): **10/187,941, filed June 28, 2002**

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) _____

Additional numbers attached? Yes No

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

**WINSTON & STRAWN
CUSTOMER NO. 28765**

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ **40.00**
Please charge to the deposit account listed in Section 8.

8. Deposit account number: **501-814**

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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.

Allan A. Fanucci Reg. No. 30,256

Allan A. Fanucci
Signature

8/19/02
Date

Total number of pages including cover sheet:

3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

08/28/2002 TDIAZ1 00000194 501814 10187941
01 FC:581 40.00 CH

**PATENT
REEL: 013222 FRAME: 0531**

ASSIGNMENT

WHEREAS, I,

Peter W. CARHUFF, a citizen of the United States of America,
residing at 1321 Grover Road, Eau Claire, Wisconsin, 54701.

is the inventor of the invention in **HOSE FITMENT FOR DISPOSABLE FOOD CONTAINER**, for which for which I have filed a provisional patent application in the U.S. Patent and Trademark Office.

- which is executed on even date herewith
- which is identified by docket No. 88265-7324
- which was filed on June 28, 2002, as Application No. _____.

and WHEREAS, NESTEC S.A., having a place of business at Avenue Nestle 55, CH-1800 Vevey, Switzerland, FIRST ASSIGNEE is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application in the United States,

and WHEREAS, SOCIETE DES PRODUITS NESTLE SA, SECOND ASSIGNEE, is desirous of obtaining my entire right title and interest to file corresponding international patent applications in all other countries.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, (1) unto the said FIRST ASSIGNEE, its successors, legal representatives and assigns, my right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and (2) unto the said SECOND ASSIGNEE, its successors, legal representatives and assigns my right, title and interest in to and under all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

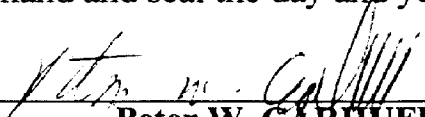
AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said FIRST OR SECOND ASSIGNEE, as appropriate, or its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEES, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said FIRST and SECOND ASSIGNEES or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

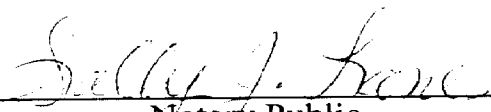
IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my signature.

Date : JULY 16, ²⁰⁰²~~2001~~


Peter W. CARHUFF

State of WISCONSIN)
County of EAU CLAIRE) SS:

On July 16, ²⁰⁰²~~2001~~, before me, Sally J. Lane, Notary Public, appeared **Peter W. CARHUFF**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.


Notary Public