

09-13-2002

Substitute Form PTO-1595
Attorney Docket No.: 07703-347001

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HEET

102220385

Commissioner for Patents: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies): David M. Furneaux and Bernard Joseph Campbell Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Mars Incorporated 6885 Elm Street McLean, VA 22101-3883	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 06/14/2002 and 06/27/2002		Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): 10/168,726 B. Patent No(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name/address of party to whom correspondence concerning document should be mailed: STEPHAN J. FILIPEK Fish & Richardson P.C. 45 Rockefeller Plaza, Suite 2800 New York, New York 10111		6. Total number of applications/patents involved: 1	
		7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account.	
		8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.	
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9. Statement and Signature: <i>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.</i>			
Stephan J. Filipek Reg. No. 33,384 Name of Person Signing		 Signature	<u>6 SEPTEMBER 2002</u> Date
Total number of pages including coversheet, attachments and document: 3			

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CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner of Patents, Washington, D.C. 20231.

September 6, 2002
Date of Deposit

Signature

Annette Mejia
Typed Name of Person Signing Certificate

PATENT
REEL: 013273 FRAME: 0301

ASSIGNMENT

WHEREAS, the undersigned David Michael FURNEAUX and Bernard Joseph CAMPBELL respectively, residing at 12 Chalgrove Way, Emmer Green, Reading, Berkshire, RG4 8SJ, U.K.

and Woodley Cottage, Sherfield Green, Sherfield-on-Loddon, Hampshire, RG27 0ED, U.K.

respectively, having invented improvements in VENDING MACHINES AND COIN HANDLING APPARATUS

and having executed an international patent application which was filed as Serial No. PCT/GB00/04979 (designating the United States) on 22 December 2000 based on a United Kingdom application which was filed as Serial No. 9930522.9 on 23 December 1999, said international patent application describing these improvements and based thereon, and having on even date herewith executed a U.S. National Stage application based on the above international application, and

WHEREAS, said improvements were made in the course of our employment by a subsidiary of MARS, INCORPORATED, a corporation of the State of Delaware having its principal place of business at 6885 Elm Street, McLean, Virginia 22101-3883, United States of America hereinafter called "the Assignee" (which term shall include its successors and assigns):

THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to each of us paid, the receipt of which is hereby acknowledged, we do hereby sell, assign and transfer to the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon and all applications the priority of which is claimed therein) and the improvements (which term shall include each and every such improvement or invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said improvements or on said application;

And for the same consideration we do also hereby sell, assign and transfer to the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said improvements and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said improvements in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

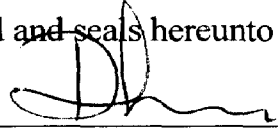
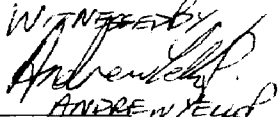
And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said improvements, application, and said several patents and like rights of exclusion, or any of them all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said improvements;

And we do hereby covenant for ourselves and for our legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said improvements to anyone except the assignee, that prior to the execution of this deed our right, title and interest in and to said improvements have not been otherwise encumbered, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we have each set out hand and seals hereunto as of ^{WITNESSED BY}

Date: 14th June 2002


David Michael FURNEAUX
^{WITNESSED BY}

ANDRE W. TEUD

Date: 27th June 2002


Bernard Joseph CAMPBELL
^{WITNESSED BY}

DEREK
W.C. NSW