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COVER SHEET ONLY

88265-6963

Attorney Docket Number:

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

J1033 U.S. PTO
10/23/02
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1. Name of conveying party(ies):

John DARBYSHIRE (executed 8/21/02)
Oliver CHMIEL (executed 8/26/02)
Johan Bernard UBBINK (executed 8/29/02)
Annemarie SCHOONMAN (executed 8/29/02)

mria 9/4/02

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

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

If this document is being filed together with a new application, the execution date of the application is: August 21, 26, and 29, 2002

A. Patent Application No.(s) 10235671

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

9/4/02
Date

Total number of pages including cover sheet:

4

09/16/2002 DBYRNE 00000056 501814 10235671

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

PATENT
REEL: 013283 FRAME: 0113

ASSIGNMENT

WHEREAS, WE,

John DARBYSHIRE, a citizen of Great Britain, residing at
La Bartavelle, Chemin des Plantées 9, CH-1131, Tolochenaz, Switzerland;

Oliver CHMIEL, a citizen of Germany, residing at
Ch. des Ecoliers 3, CH-1350, Orbe, Switzerland;

Johan Bernard UBBINK a citizen of the Netherlands, residing at
Route de Vers-chez-les-Blancs 2, La Claie-aux-Moines, CH-1073, Savigny
Switzerland; and

Annemarie SCHOONMAN, a citizen of the Netherlands, residing at
Route des Vuarennas 6, CH-1820, Montreux, Switzerland.

ASSIGNORS, are the inventors of the invention entitled **WATER SOLUBLE
POWDERS AND TABLETS**, for which we have executed an application for a Patent of
the United States

which is identified by Docket No. 88265-6963

which was filed on January 25, 2002 as International Application No. PCT/EP02/00782

and WHEREAS, NESTEC S.A., a Swiss corporate body having a place of business at
Avenue Nestlé 55, CH-1800 Vevey, Switzerland, ASSIGNEE is desirous of obtaining our
entire right, title and interest in, to and under the said invention and the said application:

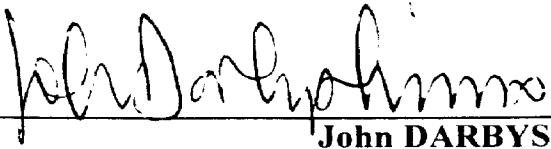
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand
paid, and other good and valuable consideration, the receipt of which is hereby
acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and
by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its
successors, legal representatives and assigns, our entire 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;

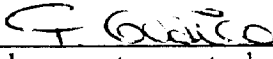
AND WE HEREBY authorize and request the Commissioner of Patents and
Trademarks of the United States, to issue the same to the said ASSIGNEE, its successors,
legal representatives and assigns, in accordance with the terms of this instrument;

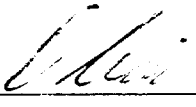
AND WE HEREBY covenant and agree that we have full right to convey the entire
interest herein assigned, and that we have not executed, and will not execute, any agreement
in conflict herewith;

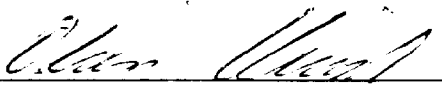
AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, and reissue applications,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

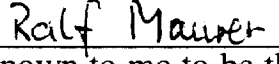
IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

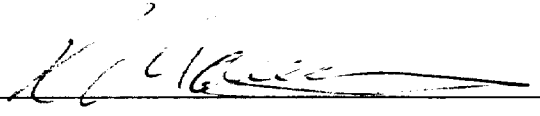
Date 21 August, 2002 
John DARBYSHIRE

On 21 August, 2002, before me, ,
Witness, appeared **John DARBYSHIRE**, 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.

Date 26 August, 2002 
Witness

Date 26 August, 2002 
Oliver CHMIEL

On 26 August, 2002, before me, ,
Witness, appeared **Oliver CHMIEL**, 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.

Date 26 August, 2002 
Witness