

09-17-2002

EET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

9-09-02

To the Honorable Commissioner



102223808

Attached original documents or copy thereof.

## 1. Name of conveying party(ies)

Frederick Kudert  
Brent Lindberg  
Donald Warren  
Irvin Zimny  
Gerald Carlson  
Gordon Lane  
Michael Rodero

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

## 3. Nature of conveyance:

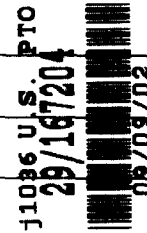
- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: (different dates)

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

Name: Societe des Produits Nestle S.A.

Internal Address: \_\_\_\_\_

Street Address: Avenue Nestle 55City: Vevey Country: SwitzerlandAdditional name(s) & address(es) attached? ☐ Yes ☒ No4. Application number(s) or patent number(s): UnassignedIf this document is being filed together with a new application, the execution date of the application is: 9/09/02

A. Patent Application No.(s)

29/167204

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Denton L. AndersonInternal Address: SHELDON & MAKStreet Address: 225 South Lake Avenue - 9th FloorCity: Pasadena State: CA ZIP: 91101

## 6. Total number of applications and patents involved:

One7. Total fee (37 CFR 3.41)..... \$40.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

19-2090

(Attach duplicate copy of this page if paying by deposit account)

## 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.

Denton L. Anderson  
Name of Person Signing

Denton L. Anderson  
Signature

September 9, 2002  
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp 4/94)

09/13/2002 SMINASS1 00000016 29167204

02 FC:581

40.00 DP

PATENT  
REEL: 013283 FRAME: 0448

ASSIGNMENT

WHEREAS, I, **Frederick Kudert**, have co-invented certain new and useful improvements disclosed in a design application for United States Letters Patent entitled **JAR**, which application is being filed with the United States Patent and Trademark Office herewith.

AND WHEREAS, **NESTLE USA, INC.**, having a business address at 800 North Brand Blvd., Glendale, California 91203 (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee") wants to acquire the entire right, title and interest in and to said improvements and application and any patent which may be granted thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee my entire right, title and interest in and to said improvements, and said applications and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment;

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

AND I HEREBY further covenant and agree that I will communicate to Assignee any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 29th day of July, 2002.

Frederick Kudert  
Frederick Kudert

)  
) ss:  
)

On July 29, 2002, before the undersigned, a Notary Public for the Country/State and County aforesaid, personally appeared **Frederick Kudert**, to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Reita A. Myers  
Notary Public  
"OFFICIAL SEAL"  
REITA A. MYERS  
Notary Public, State of Illinois  
My Commission Expires 09/03

REEL: 013283 FRAME: 0449

ASSIGNMENT

WHEREAS, I, **Brent Lindberg**, have co-invented certain new and useful improvements disclosed in a design application for United States Letters Patent entitled **JAR**, which application is being filed with the United States Patent and Trademark Office herewith.

AND WHEREAS, **NESTLE USA, INC.**, having a business address at 800 North Brand Blvd., Glendale, California 91203 (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee") wants to acquire the entire right, title and interest in and to said improvements and application and any patent which may be granted thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee my entire right, title and interest in and to said improvements, and said applications and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment;

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

AND I HEREBY further covenant and agree that I will communicate to Assignee any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 1<sup>st</sup> day of

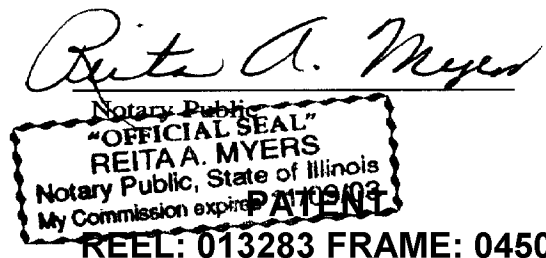
August, 2002.

  
Brent Lindberg

ss:

On August 1, 2002, before the undersigned, a Notary Public for the Country/State and County aforesaid, personally appeared **Brent Lindberg**, to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



ASSIGNMENT

WHEREAS, I, **Donald Warren**, have co-invented certain new and useful improvements disclosed in a design application for United States Letters Patent entitled **JAR**, which application is being filed with the United States Patent and Trademark Office herewith.

AND WHEREAS, **NESTLE USA, INC.**, having a business address at 800 North Brand Blvd., Glendale, California 91203 (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee") wants to acquire the entire right, title and interest in and to said improvements and application and any patent which may be granted thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee my entire right, title and interest in and to said improvements, and said applications and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment;

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

AND I HEREBY further covenant and agree that I will communicate to Assignee any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 2<sup>ND</sup> day of


August, 2002.

  
Donald Warren

)  
) ss:  
)

On August 2, 2002, before the undersigned, a Notary Public for the Country/State and County aforesaid, personally appeared **Donald Warren**, to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public  
"OFFICIAL SEAL"  
REITA A. MYERS  
Notary Public, State of Illinois  
My Commission expires 1/09/03  
PATENT  
REEL: 013283 FRAME: 0451

ASSIGNMENT

WHEREAS, I, **Irvin Zimny**, have co-invented certain new and useful improvements disclosed in a design application for United States Letters Patent entitled **JAR**, which application is being filed with the United States Patent and Trademark Office herewith.

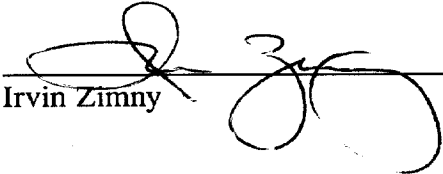
AND WHEREAS, **NESTLE USA, INC.**, having a business address at 800 North Brand Blvd., Glendale, California 91203 (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee") wants to acquire the entire right, title and interest in and to said improvements and application and any patent which may be granted thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee my entire right, title and interest in and to said improvements, and said applications and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment;

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

AND I HEREBY further covenant and agree that I will communicate to Assignee any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 29<sup>TH</sup> day of July, 2002.

  
Irvin Zimny

ss:

On July 29, 2002, before the undersigned, a Notary Public for the Country/State and County aforesaid, personally appeared **Irvin Zimny**, to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public



REEL: 013283 FRAME: 0452

ASSIGNMENT

WHEREAS, I, **Gerald Carlson**, have co-invented certain new and useful improvements disclosed in a design application for United States Letters Patent entitled **JAR**, which application is being filed with the United States Patent and Trademark Office herewith.

AND WHEREAS, **NESTLE USA, INC.**, having a business address at 800 North Brand Blvd., Glendale, California 91203 (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee") wants to acquire the entire right, title and interest in and to said improvements and application and any patent which may be granted thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee my entire right, title and interest in and to said improvements, and said applications and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment;

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

AND I HEREBY further covenant and agree that I will communicate to Assignee any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 26<sup>th</sup> day of AUGUST, 2002.

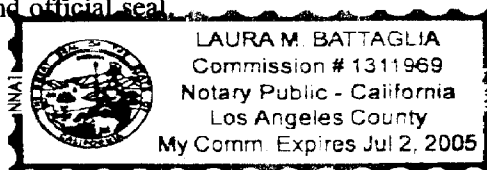
  
Gerald Carlson

*State of California  
County of Los Angeles*

ss:

On August 26<sup>th</sup>, 2002, before the undersigned, a Notary Public for the Country/State and County aforesaid, personally appeared **Gerald Carlson**, to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary Public

ASSIGNMENT

WHEREAS, I, **Gordon Lane**, have co-invented certain new and useful improvements disclosed in a design application for United States Letters Patent entitled **JAR**, which application is being filed with the United States Patent and Trademark Office herewith.

AND WHEREAS, **NESTLE USA, INC.**, having a business address at 800 North Brand Blvd., Glendale, California 91203 (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee") wants to acquire the entire right, title and interest in and to said improvements and application and any patent which may be granted thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee my entire right, title and interest in and to said improvements, and said applications and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment;

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

AND I HEREBY further covenant and agree that I will communicate to Assignee any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 26<sup>th</sup> day of August, 2002.

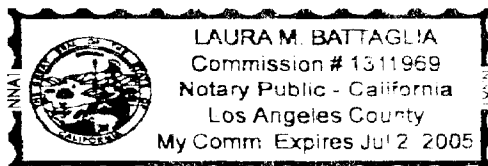
  
Gordon Lane

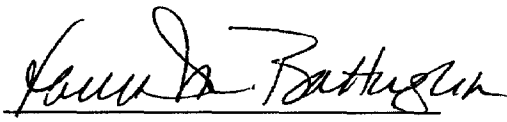
*State of California,*  
*County of Los Angeles,*

ss:

On August 26, 2002, before the undersigned, a Notary Public for the Country/State and County aforesaid, personally appeared **Gordon Lane**, to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary Public

ASSIGNMENT

WHEREAS, I, **Michael Rodero**, have co-invented certain new and useful improvements disclosed in a design application for United States Letters Patent entitled **JAR**, which application is being filed with the United States Patent and Trademark Office herewith.

AND WHEREAS, **NESTLE USA, INC.**, having a business address at 800 North Brand Blvd., Glendale, California 91203 (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee") wants to acquire the entire right, title and interest in and to said improvements and application and any patent which may be granted thereon:

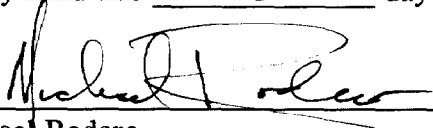
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee my entire right, title and interest in and to said improvements, and said applications and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment;

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

AND I HEREBY further covenant and agree that I will communicate to Assignee any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 26<sup>TH</sup> day of

August, 2002.

  
Michael Rodero

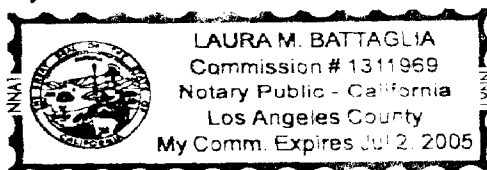
*State of California*

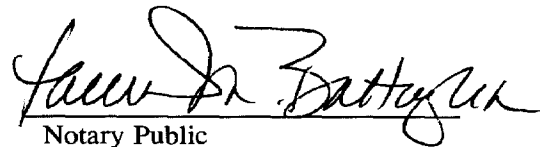
*County of Los Angeles*, )

ss:

On August 26, 2002, before the undersigned, a Notary Public for the Country/State and County aforesaid, personally appeared **Michael Rodero**, to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary Public