

02-14-2003

To the Honorable commissioner of Patents
Please record the attached original document



1. Name of conveying party(ies):
Paul R. Kateman

102366611

receiving party(ies):

02.07.03

Name: Moobella, LLC

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

Street Address: 250 Belmont Street

City: Brockton

State: MA Zip: 02301



3. Nature of conveyance:
 Assignment
_____ Merger
_____ Security Agreement
_____ Change of Name
_____ Other

Additional name(s) & address(es) Attached? _____ Yes No

Execution Date: February 7, 2003

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

10359834

If this document is being filed together with a new application, the execution date of the application is: February 7, 2003

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:

Name: Martin J. O'Donnell
Street Address: Cesari and McKenna, LLP
88 Black Falcon Avenue
City: Boston State: MA Zip: 02210

6. Total number of applications and patents involved: 1

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

_____ Authorized to be charged to deposit Account

8. Deposit account no. 03-1237 (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.

Martin J. O'Donnell, Reg. No. 24,204
Name of Person Signing

Signature

February 7, 2003
Date 2/7/03

Total number of pages comprising cover sheet:

02/11/2003 AWONDAF1 00000015 10359834

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ASSIGNMENT

WHEREAS I, Paul R. Kateman, whose residence address is 3 Woodfield Rd., Wellesly, MA 02482, have made certain new and useful improvements, inventions and discoveries disclosed in an application for United States Letters Patent entitled **DYNAMIC PROCESS CONTROL**, identified by Cesari and McKenna File. No. 017303-0010 and filed on even date herewith; and

WHEREAS MOOBELLA, LLC, a Limited Liability Company (together with any successors, legal representatives of assign thereof, hereinafter "Assignee") whose address is 250 Belmont Street (Rear), Brockton, MA 02301, wants to acquire the entire, right, title and interest in and to said improvements, inventions and discoveries and the benefits and privileges thereof.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I have, without reservation, sold, assigned, transferred, and conveyed, and do hereby sell, assign, transfer and convey to Assignee the entire right, title, and interest in and to said improvements, inventions and discoveries and said application and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters Patent 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, inventors certificates, and the like) heretofore or hereafter filed for said improvements, inventions or discoveries in any foreign countries, and all patents, (including all extensions, divisional, renewals, and reissues thereof) granted for said improvements, discoveries and inventions in any foreign countries; and

I HEREBY authorize Assignee to file patent applications in any or all countries, on any or all of said improvements, inventions or discoveries in my name, or in the name of Assignee; or otherwise as Assignee may deem advisable; and

I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States of America, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all Patents for said improvements, discoveries or inventions to Assignee;

AND I HEREBY covenant and warrant that I have good title to, and the good and full right to convey, the entire interest herein without encumbrance, and that I have not executed, and will not execute, any agreement in conflict herewith; and that I have not conveyed to others any right in said improvements, inventions, discoveries, applications, or patents; and have not granted any license to use the same, or granted any right to make, use, or sell anything embodying or utilizing any of said improvements, inventions or discoveries; and

I HEREBY further covenant and agree that I have communicated to Assignee, and will continue to communicate to Assignee, any facts known to me respecting said improvements, discoveries and inventions, and the history thereof; and that I will 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, discoveries and inventions in all countries; and

I HEREBY bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense (but without additional consideration due to me or due to my heirs), all acts necessary to insure that the said improvements, inventions or discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me or by my heirs, legal representatives, and/or assigns if this assignment had not been made; and

I FINALLY HEREBY bind my heirs, legal representatives and assigns, as well as myself, to furnish Assignee with any and all documents, photographs, models, samples, and any other physical exhibits in my control, or in the control of my heirs, legal representatives or assigns, which Assignee deems may be useful for establishing the facts of my inventions, discoveries, conceptions, disclosures, and reduction to practice of said inventions, discoveries, conceptions and disclosures.

This Assignment shall not be construed to transfer any rights in excess of those agreed to be assigned to Moobella in my Amended and Restated Employment Agreement dated July 1, 2002, and specifically shall not be construed as assigning any rights outside the "Field of Interest" as defined in paragraph 8(d) of that Agreement as follows:

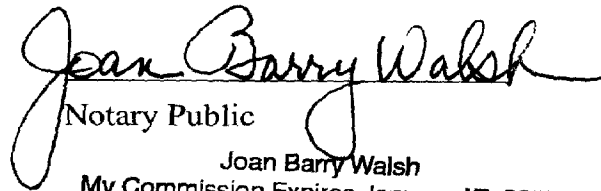
(d) Definition of "Field of Interest". For purposes of this Agreement, the "Field of Interest of the Company" shall mean the design, manufacture, distribution, or sale of equipment or raw materials for the preparation on demand of ice cream, other frozen dessert products, partially frozen dessert products or frozen or partially frozen beverages and includes, without limitation, the use of equipment with a confined turbulence passage for mixing liquids and liquids and/or liquids and fluids to create blended and/or aerated food or beverage products which may subsequently be chilled and/or frozen or partially frozen with a thin layer chilling and/or freezing surface, provided that such turbulent mixing and such freezing methods may be independent of each other.

In TESTIMONY WHEREOF, I hereunto set my hand this 7th day of February, 2003.


Paul Kateman

STATE OF MASSACHUSETTS)
)
) ss.
COUNTY OF Plymouth)

On February 7th, 2003, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Paul Kateman, known 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.


Notary Public
Joan Barry Walsh
My Commission Expires January 17, 2008