

03-27-2003

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102402177

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Timothy A. Murphy 219 E. Rosewood Lane Derby, Kansas 67037

3-25-07

2. Name and address of receiving party(ies)

Name: Cargill, Incorporated Internal Address: 15407 McGinty Road West Wayzata, MN 55391

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Street Address: 15407 McGinty Road West City: Wayzata State: MN Zip: 55391

Execution Date:

Additional name(s) & address(es) attached? Yes No

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:

A. Patent Application No.(s) 10/292,403

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Daniel J. Enebo Internal Address: Law 24 P. O. Box 9300 Minneapolis, MN 55440 Street Address: 15407 McGinty Road West City: Wayzata State: MN Zip: 55391

6. Total number of applications and patents involved:

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

FINANCE SECTION 3-25 PM 1:27

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9. Signature.

Daniel J. Enebo, Reg. No. 42,512 Name of Person Signing

Signature

3/22/03 Date

Total number of pages including cover sheet, attachments, and documents: 4

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

**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, Timothy A. Murphy of 219 E. Rosewood Lane, Derby, Kansas 67037; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **TRIACYLGLYCEROL BASED WAX FOR USE IN CANDLES** (Atty. Dkt. No. 023829-0199) for which an application for United States Letters Patent was filed on November 12, 2002 as Application No. 10/292,403; and

*WHEREAS*, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

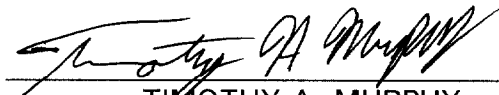
*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

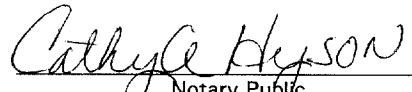
ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 6 day of Feb, 2003.

  
TIMOTHY A. MURPHY

State of Kansas  
County of Sedgwick )ss.

On this 6 day of Feb, 2003, before me, a notary public in and for said county, appeared TIMOTHY A. MURPHY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
Notary Public

My Commission Expires: Oct 5, 2006

