

05-08-2003



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To the Honorable Commissioner of Patents

Record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-6-03
Chef America, Inc.
Additional name of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Nestec, Ltd.
Internal Address: _____
Street Address: Avenue Nestle 55
City: Vevey Country: Switzerland Zip: 1800
Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: September 12, 2002

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) _____
B. Patent No.(s) 4,761,290
Additional numbers attached? Yes No

6. Total number of applications and patents involved: 01
7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
11-0855
(Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning this document should be mailed:
Name: John S. Pratt, Esq.
Internal Address: Kilpatrick Stockton LLP
Suite 2800
Street Address: 1100 Peachtree Street
City: Atlanta State: GA Zip: 30309

05/07/2003 DDYRNE 00000164 4761290
01 FC: 4021 40.00 00

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.
Angela M. Rossi Angela M. Rossi 5/1/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 06

**ASSIGNMENT OF PATENTS
AND OTHER INTELLECTUAL PROPERTY**

**CHEF AMERICA, INC.
NESTEC, LTD.**

THIS ASSIGNMENT OF PATENTS AND OTHER INTELLECTUAL PROPERTY is made as of the 12th day of September, 2002, by Chef America, Inc., a California corporation ("*Assignor*"), to Nestec, Ltd., a corporation organized under the laws of Switzerland ("*Assignee*").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 5, 2002, by and among Assignor, Chef America East, Inc., a Kentucky corporation, Nestlé Holdings, Inc., a Delaware corporation (the "*Purchaser*"), the shareholders of Assignor set forth on the signature pages thereto, the shareholders of Chef America East, Inc. set forth on the signature pages thereto, Paul Merage, Elisabeth Merage, David Merage, and Laura Merage (as amended, the "*Purchase Agreement*"), Assignor agreed to sell to the Purchaser, and the Purchaser agreed to buy from Assignor, subject to Section 12.8 of the Purchase Agreement, the Assets (as defined in the Purchase Agreement), including, without limitation, the patents of Assignor;

WHEREAS, pursuant to Section 9.2(d) of the Purchase Agreement, Assignor agreed to execute such instruments as the Purchaser may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Purchaser and its successors and assigns, or to aid and assist in the collection of, or reducing to possession by the Purchaser and its successors and assigns of, all of Assignor's Intellectual Property (as defined in the Purchase Agreement) and all of the Assignor's other intangible assets;

WHEREAS, pursuant to Section 12.8 of the Purchase Agreement, the Purchaser designated Assignee as a "Purchaser Designated Affiliate" for purposes of this Assignment of Patents; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule A annexed hereto, and all of Assignor's inventions, improvements, trade secrets and other rights in know-how and confidential or proprietary information, including but not limited to, technologies in development, computer programs and other computer software (including software systems and applications), Web sites and related software, user interfaces, topographies, source code, object code, algorithms, display screens, layouts, development tools, instructions, templates, evaluation software and hardware, formulae and information, manufacturing, engineering, and other drawings and manuals, recipes, formulae, product

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**PATENT
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formulations, product specifications, technology, processes, designs, lab journals, notebooks, schematics, data, plans, blue prints, research and development reports, agency agreements, technical information, technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information and the goodwill related to the foregoing (collectively, the "*Transferred Assets*").

ASSIGNMENT

NOW, THEREFORE, Assignor, for and in exchange for the payment of a portion of the purchase price set forth in the Purchase Agreement and for other good and valuable consideration, the receipt of which are hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Transferred Assets, all rights to sue for infringement of any Transferred Asset, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Patents not been made.


Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as assignee of the U.S. Patents and Patent Applications listed on Schedule A for the sole use and engagement of the Assignee, its successors, legal representatives and assigns.

(Signature page follows)

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents and Other Intellectual Property as of the date first above written.

CHEF AMERICA, INC.,
a California corporation

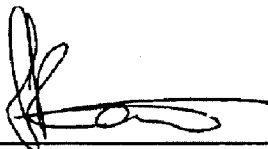
By. 
Name: Paul Mering
Title: CEO

[SEAL]

State of New York)
) ss.:
County of New York)

On this 10th day of September, 2002, before me, Paul Meage personally appeared CEO, _____ of Chef America, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me 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

J. SITA RAMNARACE
Notary Public, State of New York
No. 01RA6008809
Qualified in Queens County
Commission Expires June 15, 2006

SCHEDULE A

Registered Patents

Patent	Registration No.	Registration Date
Process for Making Dough Products	4,761,290	8/2/88

Pending Patent Applications

Patent	Application Number	Application Date
None.		

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