

06-04-2003

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Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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

<p>1. Name of conveying party(ies): Wilhelm BERKULIN Karl-Hans THEISSING</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Finzelberg GmbH &amp; Co. KG</u></p> <p>Internal Address: <u>Koblenzer Strasse 48-56</u></p> <p>Street Address: <u>Koblenzer Strasse 48-56</u> <u>56626 Andernach, Germany</u></p> <p>City: <u>Andernach</u> : <u>Germany</u> Zip: _____</p> <p>Additional name(s) &amp; address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>02/26/03; 02/20/03</u></p>	

4. Application number(s) or patent number(s): 09/986,116

If this document is being filed together with a new application, the execution date of the new application is: \_\_\_\_\_

A. Patent Application No.(s): \_\_\_\_\_ B. Patent No.(s): \_\_\_\_\_

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Bruce J. Koch</u> <u>Fulbright &amp; Jaworski L.L.P.</u></p> <p>Internal Address: <u>Atty. Dkt.: FINZ 201</u></p> <p>Street Address: <u>666 Fifth Avenue</u> <u>New York, NY 10103</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10103</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>500624</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.*

Bruce J. Koch May 27, 2003  
Name of Person Signing Signature Date

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## ASSIGNMENT

**WHEREAS**, I, as a below named inventor, residing at the address stated next to my name, am a sole inventor (if only one name is listed below) or a joint inventor (if plural names are listed below) of certain new and useful improvements in **“PROCESS FOR PREPARING DRY EXTRACTS”** for which application for Letters Patent of the United States of America was filed on November 7, 2001 as Serial No. 09/986,116 in the United States Patent and Trademark Office;

**AND WHEREAS**, **Finzelberg GmbH & Co. KG.** with principal offices located at **Koblenzer Strasse 48-56, 56626 Andernach, Germany** (hereinafter referenced as ASSIGNEE) is desirous of acquiring all interest in, to and under said invention, said application disclosing the invention and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as a sole or joint inventor as indicated below, by these presents do hereby assign, sell and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in the said invention, said application, including any divisions and continuations thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said invention, and in and to any and all priority rights and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to any other benefits accruing or to accrue to me with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, and I hereby authorize and request the Commissioner of Patents to issue the said United States Letters Patent to said ASSIGNEE, as the assignee of the whole right, title and interest thereto;

And I further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time-to-time present to me and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto;

And I further agree to properly execute and deliver and without further remuneration, such necessary or desirable and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and or, for obtaining any reissue or reissues of

any Letters patent which may be granted for my aforesaid invention, as the ASSIGNEE thereof shall hereafter require and prepare at its own expense;

And I further agree that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto;

And I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

This assignment executed on the dates indicated below.

**Wilhelm BERKULIN**

**Name of first or sole inventor**

Schulstrasse 2,  
D-56237 Andernach, Germany

**Residence of first or sole inventor**

*Wilhelm Berkulin*

*Feb. 26. 03*

**Signature of first or sole inventor**

**Date of this assignment**

**Karl-Hans THEISSING**

**Name of second inventor**

Kreuzgasse 3  
D-63855 Alzenau, Germany

**Residence of second inventor**

*Karl-Hans Theissing*

*Feb 20, 2003*

**Signature of second inventor**

**Date of this assignment**