

02-03-2004

OMB No. 0651-0027 (exp. 6/30/2005)

123-04



102659731

To the Honorable Commissioner of P.

the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Gerald T. Gourdin - 01/14/2004  
Steven L. Richheimer - 01/13/2004  
David T. Bailey - 01/14/2004  
Rebecca L. Nichols - 01/13/2004  
Delano R. Freeberg - 01/13/2004

Name and address of receiving party(ies)

Name: Hauser, Inc.  
Street address: 4161 Specialty Place, Longmont, CO 80504  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

3. Nature of conveyance:  
☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other  
Execution Dates: See above

031356 U.S. PTO  
10764231  
012304

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)

10764231

B. Patent No.(s)

Attorney Docket No.: HAU234 CIP2

Additional numbers attached? ☐ Yes ☒ No

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

Name: Steven C. Petersen  
Internal Address: Hogan & Hartson LLP  
One Tabor Center  
1200 17th Street, Suite 1500  
Street Address: same as above  
City: Denver State: CO Zip: 80202

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 number:

50-1123

(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.*

Sarah O'Rourke

Name of Person signing

[Signature]  
Signature

Jan 23, 2004  
Date

Total number of pages including cover sheet, attachments and document: 6

01/29/2004 JAB01 00000049 10764231

03 FC:0021

40.00 OP

**A S S I G N M E N T**

WHEREAS, we, Gerald T. Gourdin, having a residence address of 805 29<sup>th</sup> St. #403, Boulder, CO 80303; Steven L. Richheimer, having a residence address of 10551 W. 112<sup>nd</sup> Ave., Westminster, CO 80021; David T. Bailey, having a residence address of 328 Overlook Lane, Boulder, CO 80306; Rebecca L. Nichols, having a residence address of 5123 Yates Place Broomfield, CO 80020; and Delano R. Freeberg, having a residence address of 2413 West Algonquin Road #417, Algonquin, IL 60102, together with Michael S. Tempesta and F. Joseph Daugherty, have made a certain new and useful invention relating to COMPOSITIONS ENRICHED IN PHENOLIC COMPOUNDS AND METHODS FOR PRODUCING THE SAME, for which we have made application for Letters Patent of the United States, said application being identified by client matter number 81250.0091.003 and Docket No. HAU234 CIP2 in the law firm of HOGAN & HARTSON LLP, One Tabor Center, 1200 17<sup>th</sup> Street, Suite 1500, Denver, Colorado 80202, and

WHEREAS, we now own the partial right, title and interest therein; and

NOW THEREFORE, upon consideration of our employment and other good and valuable consideration, the adequacy of which is hereby acknowledged, we do hereby sell and assign unto Hauser, Inc., hereinafter ASSIGNEE, a Delaware corporation, whose mailing address is 4161 Specialty Place, Longmont, CO 80504, and ASSIGNEE's legal representatives, successors, and assigns, our entire right, title, and interest in and to said invention, said application, and the Letters Patent, both of the United States and of other countries, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE, consistent with the terms of this Assignment.

UPON SAID CONSIDERATION, we do hereby covenant and agree with ASSIGNEE that we will not execute any writing or do any act whatsoever conflicting with this assignment, and that we will, at any time upon request, without further or additional consideration, but at the expense of ASSIGNEE, execute such additional assignments and other writings and do such additional acts as ASSIGNEE may deem necessary or desirable to perfect the ASSIGNEE's enjoyment of this grant, and render all necessary assistance in applying for and obtaining original, continuation, continuation-in-part, divisional, reexamined, renewal, reissued or extended Letters Patent of the United States, or of other countries, or inventor's certificates, on said invention, and in enforcing any rights or causes in action accruing as a result of such applications, certificates, or patents, by giving testimony in any proceedings or transactions involving such applications, certificates, or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date hereinafter set forth.


Date:

January 14, 2004  
Gerald T. Gourdin

Date: \_\_\_\_\_

Steven L. Richheimer

Date:

Jan. 14, 2004  
David T. Bailey

Date: \_\_\_\_\_

Rebecca L. Nichols

Date: \_\_\_\_\_

Delano R. Freeberg

UPON SAID CONSIDERATION, we do hereby covenant and agree with ASSIGNEE that we will not execute any writing or do any act whatsoever conflicting with this assignment, and that we will, at any time upon request, without further or additional consideration, but at the expense of ASSIGNEE, execute such additional assignments and other writings and do such additional acts as ASSIGNEE may deem necessary or desirable to perfect the ASSIGNEE's enjoyment of this grant, and render all necessary assistance in applying for and obtaining original, continuation, continuation-in-part, divisional, reexamined, renewal, reissued or extended Letters Patent of the United States, or of other countries, or inventor's certificates, on said invention, and in enforcing any rights or causes in action accruing as a result of such applications, certificates, or patents, by giving testimony in any proceedings or transactions involving such applications, certificates, or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date hereinafter set forth.

Date: \_\_\_\_\_

Gerald T. Gourdin

Date: Jan. 13, 2004

  
Steven L. Richheimer

Date: \_\_\_\_\_

David T. Bailey

Date: \_\_\_\_\_

Rebecca L. Nichols

Date: \_\_\_\_\_

Delano R. Freeberg

UPON SAID CONSIDERATION, we do hereby covenant and agree with ASSIGNEE that we will not execute any writing or do any act whatsoever conflicting with this assignment, and that we will, at any time upon request, without further or additional consideration, but at the expense of ASSIGNEE, execute such additional assignments and other writings and do such additional acts as ASSIGNEE may deem necessary or desirable to perfect the ASSIGNEE's enjoyment of this grant, and render all necessary assistance in applying for and obtaining original, continuation, continuation-in-part, divisional, reexamined, renewal, reissued or extended Letters Patent of the United States, or of other countries, or inventor's certificates, on said invention, and in enforcing any rights or causes in action accruing as a result of such applications, certificates, or patents, by giving testimony in any proceedings or transactions involving such applications, certificates, or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date hereinafter set forth.

Date: \_\_\_\_\_  
Gerald T. Gourdin

Date: \_\_\_\_\_  
Steven L. Richheimer

Date: \_\_\_\_\_  
David T. Bailey

Date: 1/13/2004 \_\_\_\_\_  
Rebecca L. Nichols

Date: \_\_\_\_\_  
Delano R. Freeberg

UPON SAID CONSIDERATION, we do hereby covenant and agree with ASSIGNEE that we will not execute any writing or do any act whatsoever conflicting with this assignment, and that we will, at any time upon request, without further or additional consideration, but at the expense of ASSIGNEE, execute such additional assignments and other writings and do such additional acts as ASSIGNEE may deem necessary or desirable to perfect the ASSIGNEE's enjoyment of this grant, and render all necessary assistance in applying for and obtaining original, continuation, continuation-in-part, divisional, reexamined, renewal, reissued or extended Letters Patent of the United States, or of other countries, or inventor's certificates, on said invention, and in enforcing any rights or causes in action accruing as a result of such applications, certificates, or patents, by giving testimony in any proceedings or transactions involving such applications, certificates, or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date hereinafter set forth.

Date: \_\_\_\_\_

\_\_\_\_\_  
Gerald T. Gourdin

Date: \_\_\_\_\_

\_\_\_\_\_  
Steven L. Richheimer

Date: \_\_\_\_\_

\_\_\_\_\_  
David T. Bailey

Date: \_\_\_\_\_

\_\_\_\_\_  
Rebecca L. Nichols

Date: 13 Jan 2004

Delano R. Freeberg  
Delano R. Freeberg