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Atty. Docket: 02105.002550.2

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): ProVita Inc.  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>PepsiCo, Inc.</u> Foreign Address: _____ _____ Domestic Address: <u>700 Anderson Hill Road</u> _____ City: <u>Purchase</u> State <u>NY</u> ZIP <u>10577</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>December 27, 2003</u>	4. Application number(s) or patent number(s): Patent No. 5,879,737 If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application Number: _____ Filing Date: _____ B. Title of Invention: _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Fitzpatrick, Cella, Harper &amp; Scinto</u> <u>30 Rockefeller Plaza</u> <u>New York, New York 10112-3800</u> Telephone No.: <u>(212) 218-2100</u> Facsimile No.: <u>(212) 218-2200</u>	6. Number of applications and patents involved: <u>One</u> 7. Total fee (37 CFR 3.41): \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number (for deficiency or excess) <u>06-1205</u> (Attach duplicate copy of this page if paying by deposit account):

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## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and the attached is the original document or is a true copy of the original document.

Elizabeth F. Holowacz

Name of Person Signing 42,667

Signature

August 3, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 7

CH \$40.00 061205 6879737

**PATENT ASSIGNMENT**

THIS ASSIGNMENT, made as of this 27th day of December, 2003, by and between, ProVita, Inc., an Illinois corporation having its principle place of business at 1301 South Wolf Road, Suite 202, Prospect Heights, IL 60070 ("Assignor") and PepsiCo, Inc., a North Carolina corporation having its principal place of business at 700 Anderson Hill Road, Purchase NY 10577 ("Assignee");

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the patents listed in Schedule A attached hereto and made a part of this assignment (the "Patent Rights");

WHEREAS, Assignee wishes to acquire the entire right, title and interest in and to the aforementioned Patents Rights;

NOW, THEREFORE, in consideration of the sum of one Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee, its successors and assigns, the entire right, title and interest of Assignor in and to the Patent Rights, including all ideas, inventions, utility models, improvements and applications therefor described and claimed therein; all patentable inventions; all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing; and the right to sue for past, present and future infringements of any of the foregoing throughout the world. All such rights are to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and legal representatives to the full end of the terms for which such Patent Rights may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, transfer, conveyance and sale had not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks or the appropriate patent or other government office to issue any and all letters patents of the United States on inventions or resulting from applications included within the Patent Rights to and in the name of Assignee, and hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement in conflict herewith.

Assignor shall provide Assignee cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration of the Patent Rights assigned herein, including any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Patent Rights assigned herein, including testifying as to any facts relating to this assignment or to the Patent Rights assigned herein; (3) in obtaining any additional protection in or to the Patent Rights that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this assignment.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Assignment by their duly authorized officers or agents as of the date first written above.

**PROVITA, INC.**

By: [Signature]  
Name: Jamshid Dabestani  
Title: Chairman, CEO

**PEPSICO, INC.**

By: [Signature]  
Name: BRUCE H. LINT  
Title: SENIOR VP. GENERAL COUNSEL

**SCHEDULE A**

Title	Appln. No.	Patent No.	Country	Filing Date	Issue Date
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY FRUIT CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	08/512,089		US	07-Aug-1995	
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY FRUIT CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	96041579		Colombia	06-Aug-1996	
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	08/545,526	5,849,350	US	19-Oct-1995	15-Dec-1998
FRUIT AND DAIRY PRODUCT CONTAINER	29/082,291		US	21-Jan-1998	
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	1690/DEL/96	186435	India	30-Jul-1996	19-Apr-2002
MILK PRODUCT AND METHOD OF MANUFACTURE	60/263,863		US	23-Jan-2001	

**PATENT****REEL: 015035 FRAME: 0627**

Title	Appln. No.	Patent No.	Country	Filing Date	Issue Date
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	US96/12644		International (PCT)	01-Aug-1996	
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	960103886	AR003194B1	Argentina	05-Aug-1996	29-Dec-2000
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	66879/96	728039	Australia	01-Aug-1996	19-Apr-2001
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	08/988,152	5,879,737	US	10-Dec-1997	09-Mar-1999
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	123767	123767	Israel	01-Aug-1996	14-Nov-2000

PATENT

REEL: 015035 FRAME: 0628

Title	Appln. No.	Patent No.	Country	Filing Date	Issue Date
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	981823	208063	Mexico	01-Aug-1996	31-May-2002
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	315219	315219	New Zealand	01-Aug-1996	09-Mar-2000
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	85109445	NI-129699	Taiwan	05-Aug-1996	19-Jan-2001
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	1392-96		Chile	07-Aug-1996	
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	96926863.0		Europe	01-Aug-1996	

Title	Appln. No.	Patent No.	Country	Filing Date	Issue Date
PROCESS FOR PRODUCING SHELF-STABLE FRUIT PRODUCTS BY CELL FRAGMENTATION AND PRODUCTS PRODUCED THEREBY	1996-001356		Venezuela	30-Jul-1996	
STABILIZED MILK PRODUCT CONTAINING FRUIT AND FRUIT JUICE	PCT/US02/01904		International (PCT)	23-Jan-2002	
STABILIZED MILK PRODUCT CONTAINING FRUIT AND FRUIT JUICE	2705911.2		Europe	23-Jan-2002	
STABILIZED MILK PRODUCT CONTAINING FRUIT AND FRUIT JUICE	10/392,171		US	19-Mar-2003	
STABILIZED MILK PRODUCT CONTAINING FRUIT AND FRUIT JUICE	2002-558822		Japan	23-Jan-2002	
STABILIZED MILK PRODUCT CONTAINING FRUIT AND FRUIT JUICE	2,435,369		Canada	23-Jan-2002	
STABILIZED MILK PRODUCT CONTAINING FRUIT AND FRUIT JUICE	527257		New Zealand	23-Jan-2002	
STABILIZED MILK PRODUCT CONTAINING FRUIT AND FRUIT JUICE	2002240029		Australia	23-Jan-2002	
STABILIZED MILK PRODUCT CONTAINING FRUIT AND FRUIT JUICE	10/632,053		US	31-Jul-2003	

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