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Substitute for Form PTO-1595

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HEET

U.S. DEPARTMENT OF COMMERCE
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12/28/04



107519538

Attorney's Docket No. 030685-049

IT01 Rec'd PCT/JP 28 DEC 2004
attached original documents or copy thereof.

To the Director of the United State

103070960

1. Name of conveying party(ies):

Yoshiko HINO, Yoshiaki YOKOO and
Kenzo TAKAHASHI

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: December 3, 2004

2. Name and address of receiving party(ies):
Name: SUNTORY LIMITED

Address:
1-40, Dojimahama 2-chome
Kita-ku, Osaka-shi
Osaka 530-8203 JAPAN

Additional name(s) & addresses 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: December 3, 2004

A. Patent Application No.(s) _____ B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Burns, Doane, Swecker & Mathis, L.L.P.
Customer Number **2 1 8 3 9**
P.O. Box 1404
Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ \$40.00 (8021)
 Enclosed
 Authorized to be charged to deposit account
 Credit card. Form PTO-2038 is attached.

8. Deposit account number:
02-4800
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01/06/2005 MKAYPAGH 00000062 10519538
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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.

Roger H. Lee 46,317 _____ December 28, 2004
Name of Person Signing Reg. No. Signature Date

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

Mail documents to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office / Mail Stop Assignment Recordation Services
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ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by Yoshiko HINO, Yoshiaki YOKOO and Kenzo TAKAHASHI

residing at 1-7-13-602, Tonda-cho, Takatsuki-shi, Osaka 569-0814 Japan,
13-1-305, Takehashi-cho, Ibaraki-shi, Osaka 567-0815 Japan and
4-16-14, Yamazaki, Shimamoto-cho, Mishima-gun, Osaka 618-0001 Japan

(hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in
CHOCOLATE DRINKS AND METHOD FOR THEIR PRODUCTION

set forth in an application for Letters Patent of the United States,

- (1) which is a provisional application
 - (a) bearing Application No. _____, and filed on _____;
 - (b) to be filed herewith; or
- (2) which is a non-provisional application
 - (a) bearing Application No. PCT/JP03/07653 and filed on June 17, 2003;
 - (b) having an oath or declaration executed on even date herewith prior to filing of application;
 - (c) having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, SUNTORY LIMITED, a corporation duly organized under and pursuant to the laws of Japan, and having its principal place of business at 1-40, Dojimahama 2-chome, Kita-ku, Osaka-shi, Osaka 530-8203 Japan

(hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and

interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

Date December 3, 2004 Signature of Assignor Yoshiko Hino
Yoshiko HINO

Date December 3, 2004 Signature of Assignor Yoshiaki Yokoo
Yoshiaki YOKOO

Date December 3, 2004 Signature of Assignor Kenzo Takahashi
Kenzo TAKAHASHI

Date _____ Signature of Assignor ✓

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____

Date _____ Signature of Assignor _____