

02-01-2006

Docket No. 704471-2001

Form PTO-1595 (Rev. 06/04)

U.S. DEPARTMENT OF COMMERCE



SHEET

1/20/06

103170984

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**Wayne P. Pruett, Jr.  
Kevin G. Mellor  
Donald N. Sinnott  
Gilbert L. BoldtExecution Date(s): January 20, 2006; January 20, 2006  
January 20, 2006, January 20, 2006Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**2. Name and address of receiving party(ies)**

Name: ConAgra Foods Packaged Foods Company, Inc.

Address: 215 W. Diehl Road

City: Naperville

State: Illinois

Zip: 60563

112950 U.S. PTO  
11/337191

012006

**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other:

Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☒ This document is being filed together with a new application.

A. Patent Application No.(s)

A. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Gary D. Lueck

Address: Bingham McCutchen LLP  
Three Embarcadero Center, Suite 1800  
San Francisco, California 94111  
Phone Number: (213) 680-6813  
Fax Number: (213) 680-6499

Email Address: gary.lueck@bingham.com

**6. Total number of applications and patents involved: 1****7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment information**a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-2518

01/31/2006 LUECK 00000055 502518 11337191  
Docket No. 704471-2001  
01 FC:8021 40.00 DA**9. Signature:**

Signature

January 20, 2005  
Date

Gary D. Lueck, Registration No. 50,791

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CERTIFICATE OF MAILING BY "EXPRESS MAIL"  
UNDER 37 CFR §1.10

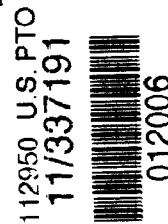
Express Mail No. ED 634119076 US

Date of Deposit: January 20, 2005

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. §1.10 addressed to Commissioner for Patents, P. O. Box 1450, Alexandria, Virginia 22313-1450 on the above date.

Type or Print Name of Person Mailing: Karen Wuerfel

  
\_\_\_\_\_  
Signature of Person Mailing



ASSIGNMENT

WHEREAS, We, **Wayne P. Pruett, Jr.**, residing at 2045 Anderson Cove Lane, Cincinnati, Ohio 45244, **Kevin G. Mellor**, residing at 19107 Pinchurst Avenue, Omaha, Nebraska 68110, **Donald N. Sinnott**, residing at 257 Willowwood Drive, Oswego, Illinois 60543, and **Gilbert L. Boldt**, residing at 3804 Cadella Circle, Naperville, Illinois 60564, have invented certain new and useful improvements disclosed in a United States Patent Application filed herewith, entitled **SYSTEM AND METHOD FOR SPRAYING MEAT PRODUCTS WITH AN ANTI-MICROBIAL AGENT**.

AND WHEREAS, **ConAgra Foods Packaged Foods Company, Inc.**, a corporation organized and existing under and by virtue of the laws of the state of Delaware and having a place of business at 215 West Diehl Road, Naperville, Illinois 60563-1278 (hereinafter referred to as "ASSIGNEE") wants to acquire the entire right, title and interest in and to said improvements and application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to said improvements, and said application and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign

ASSIGNMENT

JOINT

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countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; and we hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

AND WE HEREBY further covenant and agree that we will communicate to ASSIGNEE any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

Dated: 1/20/06

Wayne P. Pruett, Jr.  
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Dated: \_\_\_\_\_

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Kevin G. Mellor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Donald N. Sinnott

Dated: \_\_\_\_\_

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Gilbert L. Boldt

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