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PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office:
Please record the attached documents or the new addresses below.

Via Facsimile
Docket No.: P0P08679US00/MP

1. Name of conveying party(ies):

Spear U.S.A., L.L.C.

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

Name: KRAFT FOODS HOLDINGS, INC.
Street Address: Three Lakes Drive
City + Address: Northfield, Illinois 60093-2758

3. Nature of conveyance

- Assignment Merger
 Change of Name Security Agreement
 Other:

Execution Date(s):

April 13, 2005

4. Application number(s) or patent number(s)

- This document is filed together with a new application.

A. Patent Application No.(s)

10/897,712

B. Patent No.(s)

5. Name and address to whom correspondence concerning document should be directed:

Name: Marvin Petry
STITES & HARBISON PLLC • 1199 North Fairfax St. • Suite 900 • Alexandria, VA 22314-1437
Telefax: 703-739-9577 • Telephone: 703-739-4900 • CUSTOMER NO. 00881

6. Total number of applications and patents involved:

#1

7. Total fee (37 CFR 1.21(h) & 3.41)

- Authorized to be charged by attached CREDIT CARD PAYMENT FORM (PTO-2038)
(Any insufficiency of fee herewith is authorized to be charged to Deposit Account No. 12-0555)

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8. Payment Information

Credit Card: Last 4 Numbers 1009 Expiration Date: 12/09

9. Signature:

Marvin Petry

Name of person signing



Signature

May 5, 2006

Date

Total number of pages including cover sheet, attachments and documents: 5

Documents to be recorded (including cover sheet) should be faxed to 571-273-0140; or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450 For
assistance call: 571-272-3350

OP \$40.00 10897712

ASSIGNMENT

WHEREAS, Spear U.S.A., L.L.C., having a place of business at 5510 Courseview Drive, Mason, Ohio 45040 (hereinafter "Spear") is the sole and exclusive owner by assignment of United States Patent Application Serial No. 10/897,712, filed in the United States Patent and Trademark Office on July 23, 2004 (hereinafter "said patent application") by assignment from the sole inventor, Daniel M. Bonenfant, which assignment was recorded at the United States Patent and Trademark Office on July 23, 2004 at Reel 015616, Frame 0589;

AND WHEREAS, KRAFT FOODS HOLDINGS, INC., a Delaware corporation having a principal place of business at Three Lakes Drive, Northfield, Illinois 60093-2758 and an office at 555 South Broadway, Tarrytown, New York 10591 (hereinafter "Kraft") is desirous of acquiring the entire worldwide right, title and interest to and under said patent application and the inventions disclosed therein, with the sole exception of the limited rights to be retained by Spear as are explicitly set forth below in this Assignment;

NOW THEREFORE, in consideration of one dollar (\$1.00) and good and valuable consideration paid to Spear by Kraft, receipt whereof is hereby acknowledged, Spear assigns, sells, transfers and sets over to Kraft its entire right, title and interest in said patent application and the inventions disclosed and claimed therein, including any Letters Patent to issue thereon, together with any continuation, division, reissue or reexamination of said patent application and Letters Patent and all corresponding international, regional and foreign applications or patents (collectively "said patent rights"), to the end of the term or terms for which said United States Letters Patents or foreign patents may be granted as fully and entirely as same would have been held and enjoyed by Spear if this Assignment and sale had not been made.

NOTWITHSTANDING the transfer of all right, title and interest as set forth above, Spear shall retain the following rights and only the following rights:

(1) Spear shall retain the exclusive right, royalty free to practice the invention worldwide covered by the claims of said patent rights, but limited to fields of use not involving foods, and Spear shall have the right to sublicense any of said patent rights;

(2) If Kraft decides to stop pursuing a patent application or if Kraft decides that it does not wish to pay a maintenance fee or an annual fee on any of said patent rights, Kraft agrees to provide Spear with at least one month notice of such decision prior to the deadline date for taking such action and Spear shall have the right to continue prosecuting such patent application or pay such annual or maintenance fee and Spear shall have the option to purchase such patent rights for \$1.

Spear agrees that it will, upon demand, and without further consideration to Spear, execute any and all papers and do all other acts and instruct its employees to execute any other papers and do all acts which may be deemed by Kraft, its successors or assigns to be necessary to complete fulfillment of the intent and purpose of this Assignment. Specifically, and not by way of limitation, Spear will transfer to Kraft all documents and things relating to conception and reduction to practice of the invention disclosed and claimed in said patent application, including drafts, sketches and the like which were used in the preparation of said patent application, and Spear will sign all papers as required to transfer the right to prosecute said application to Kraft and to revoke its own powers of attorney to prosecute said patent application.

In testimony whereof, Spear U.S.A., L.L.C. has caused these presents to be signed by its

President thereunto duly authorized, this 13th day of April, 2005.

Angela M. Bennett
Witness

[Signature]
Signature

Randal F. Spear
Name

In testimony whereof, KRAFT FOODS HOLDINGS, INC. has caused these presents to

be signed by its Sr. Director thereunto duly authorized, this 1st day of April, 2005.

Shayne M. Annala
Witness

[Signature]
Signature

Angela M DeFrank
Name