

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Givaudan S.A.	06/26/2006
RECEIVING PARTY DATA	
Name:	Nestec S.A.
Street Address:	55, avenue Nestle
City:	Vevey
State/Country:	SWITZERLAND
Postal Code:	1800
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6838100
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ATTORNEY DOCKET NUMBER:	NESTEC ASSIGNMENT
NAME OF SUBMITTER:	Salvatore A. Sidoti
Total Attachments: 4	
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PATENT
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AGREEMENT

between

GIVAUDAN SA, 5, chemin de la Parfumerie, 1214, Vernier
(hereinafter "Givaudan")

and

NESTLE SA, 55, avenue Nestlé, 1800, Vevey
(hereinafter "Nestlé")

and

NESTEC SA, 55, avenue Nestlé, 1800, Vevey
(hereinafter "Nestec")

Whereas

(a) Givaudan is the proprietor of certain patent rights and pending patent applications as set forth in the Schedule appended hereto and relating to CWGH/Cultured Wheat Gluten Hydrolysate (hereinafter "the CWGH Patents"); and

(b) Nestec wishes to acquire the CWGH Patents and Givaudan is willing to assign them to Nestec;

The parties therefore agree as follows:

1. Assignment. Givaudan hereby assigns to Nestec all of its rights, title and interests in the CWGH Patents, and hereby agrees to execute all instruments and documents within its power, which may be necessary for the carrying out of this assignment in full.

2. License. Nestlé and Nestec hereby grant to Givaudan the Licensed Right to use , the CWGH Patents upon the conditions relating to FIS Patents agreed by the parties in the Master Agreement dated 17 January 2002 (hereinafter the " Master Agreement") and the FIS Intellectual Property Agreement dated 2 May 2002 (hereinafter the "FIS Intellectual Property Agreement") (both relating to the acquisition of the FIS business by Givaudan). For the avoidance of doubt the parties agree that the CWGH Patents shall fall within the definition of FIS Patents in the Master Agreement and the FIS Intellectual Property Agreement and shall be subject to Clause 2.1(d) of the Master Agreement and Clause 2.8 of the FIS Intellectual Property Agreement.

3. Expenses. The expenses and fees incurred by Givaudan in connection with the registration of the CWGH Patents and their reassignment to Nestec shall be at the cost of Nestec.


4. Terms. All capitalized terms used in this Agreement shall have the same meaning as given to them in the Master Agreement and the FIS Intellectual Property Agreement.

5. Law and jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding the Vienna Convention for the International Sale of Goods dated April 11, 1980.

In case of disagreement or disputes in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination, or the performance thereof, the parties shall seek an amicable settlement. Failing such amicable resolution within 30 (thirty) business days after the disagreement was first notified to the other Party by way of registered mail, setting forth in reasonable detail the reasons for the disagreement, the matter shall be subject to arbitration.

Failing an amicable resolution within the procedures and time periods provided in the previous section, all disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved to the exclusion of the ordinary courts by a three-person Arbitral Tribunal with seat in Zurich in accordance with the Rules of the Zurich Chamber of Commerce. Each Party shall appoint an arbitrator. The language of the proceedings and of any award shall be English.

Givaudan SA


R. ~~de Rungger~~ P. de Rungger

Date: 28.06.06

Nestlé SA

James SINGH

Date: 21/06/2006

Nestec SA

C. Scheller

Date: 21/6/6

THE SCHEDULE

<u>Country/patent granting authority</u>	<u>Application No.</u>	<u>Grant No.</u>
Brazil	PI0109856	
Canada	2401961	
China		ZL01807241.0
European Patent Office	01 917 126	
Japan	2001-573919	
Singapore	200206215-6	
USA		6,838,100



Brevet No 1'279.-

Attestation de conformité

La soussignée, Brigitte FAHRNI CHIUSANO, Notaire à Vevey pour le Canton de Vaud, Suisse, certifie que la présente photocopie, sur trois pages de format A4, est la reproduction fidèle et complète du document original qui lui a été présenté. -----
DONT ACTE, délivré en brevet à VEVEY, LE VINGT-CINQ SEPTEMBRE DEUX MILLE SIX. -----



Brigitte Fahrni Chiusano