

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Carousel Foods, Inc.	10/14/2006
RECEIVING PARTY DATA	
Name:	Carousel Foods of America, Inc.
Street Address:	535 Smith Street
City:	Farmingdale
State/Country:	NEW YORK
Postal Code:	11735
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6032573
Patent Number:	6168818
CORRESPONDENCE DATA	
Fax Number:	(203)787-5818
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2037870595
Email:	bsullivan@delpet.com
Correspondent Name:	Anthony P. DeLio
Address Line 1:	DeLio & Peterson, LLC
Address Line 2:	121 Whitney Avenue
Address Line 4:	New Haven, CONNECTICUT 06510
ATTORNEY DOCKET NUMBER:	CARO606
NAME OF SUBMITTER:	Anthony P. DeLio

OP \$80.00 6032573

Total Attachments: 3
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ASSIGNMENT OF PATENTS

Whereas, Carousel Foods, Inc., a corporation duly organized under and by virtue of the laws of the State of New York, whose address is 535 Smith Street, Farmingdale, New York 11735, U.S.A., has made certain inventions and discoveries set forth in issued Letters Patents of the United States of America listed in Schedule A attached hereto.

Whereas, Carousel Foods of America, Inc., a corporation organized and existing under the laws of the State of New York, whose address is 535 Smith Street, Farmingdale, New York 11735, U.S.A., together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the title, right, benefits and privileges hereinafter recited:

Now, Therefore, for good and valuable consideration furnished by Assignee, the receipt and sufficiency of which is hereby acknowledged, Carousel Foods, Inc. does hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said Letters Patents of the United States of America, any and all other applications for Letters Patents on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patents, reissues and extensions of Letters Patents granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patents, together with all claims for damages by reason of past infringement of said Letters Patents with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries, in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patents to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Bind the heirs, legal representatives and assigns of Carousel Foods, Inc., to do, upon Assignee's request and at its expense, but without additional consideration, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patents shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Carousel Foods, Inc., its heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all application documents

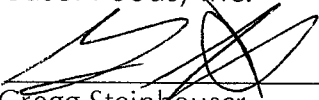
including petitions, specifications and oaths, all assignments, disclaimers and all lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee any and all facts known relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in its control or in the control of its heirs, legal representatives or assigns and which may be useful for establishing the facts of conception, disclosures, and reduction to practice of said inventions and discoveries.

5. Warrant that Assignor has not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that Assignor has good right to assign the same to Assignee without encumbrance.

This Assignment is effective as of January 10, 1995

In testimony of which Carousel Foods, Inc. has caused this instrument to be executed.


Carousel Foods, Inc.

By: 
Gregg Steinhauser

Its: President

STATE OF NEW YORK)
)ss: Scarscale
COUNTY OF WESTCHESTER)

On this 14 day of October, 2006, before me appeared Gregg Steinhauser, to me known and known to me to be the President of Carousel Foods, Inc., and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.


Notary Public

(SEAL)

SHEREEN ASHLEY
Notary Public, State of New York
Registration #01AS6128112
Qualified in Bronx County
Commission Expires June 6, 2009

SCHEDULE A

1. U.S. Patent No. 6,032,573 entitled METHOD AND APPARATUS FOR MAKING CHEESECAKE, which issued on March 7, 2000.
2. U.S. Patent No. 6,168,818 entitled METHOD AND APPARATUS FOR MAKING CHEESECAKE, which issued on January 2, 2001.