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11/632581

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



CT/PTO 17 JAN 2007

103364561

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):

Tillmann Dörr (1/10/2007), Lutz Guderjahn (1/12/2007), and Jörg Kowalczyk (1/10/2007)

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

2. Name and address of receiving party(ies)

Name: Südzucker Aktiengesellschaft
Mannheim/Ochsenfurt

Internal Address: _____
Street Address: _____

Maximilianstrasse 10

City: Mannheim

State: _____

Country: Germany Zip: 68165

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

- Assignment Merger Change of Name
- Security Agreement Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

A. Patent Application No.(s)
This application

This document is being filed together with a new application.

B. Patent No.(s)

11/632581

Additional numbers attached? Yes No

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

Name: Stephen T. Olson
HARNES, DICKEY & PIERCE, P.L.C.
Internal Address: Atty. Dkt.: 2693-000035/US/NP
Street Address: P.O. Box 828

City: Bloomfield Hills
State: MI Zip: 48303
Phone Number: (248) 641-1600
Fax Number: (248) 641-0270
Email Address: _____

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 _____
Authorized User Name _____

9. Signature:

Signature

January 17, 2007
Date

Stephen T. Olson - 36,626
Name of Person Signing

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

3

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11-5 U= 200508

JAN 17 2007

ASSIGNMENT

Atty. Docket No. 2693-000035NP
Client Ref. No.: 200508 US

The undersigned, hereinafter referred to collectively as Assignor, has an interest in the invention entitled:

IMPROVED MIXTURES CONTAINING COCOA

which is the subject of a United States or International application for patent

- (a) executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b) executed on _____, _____, _____;
- (c) filed on 8 July 2005, and assigned Serial No. _____ or PCT International Application No. PCT/EP2005/007389;
- (d) U.S. Patent No. _____, Issued _____, and presently assigned as evidenced at Reel _____, Frame _____; or
- (e) entitled above and naming the undersigned inventors in this provisional patent application; and

WHEREAS, SÜDZUCKER AKTIENGESELLSCHAFT MANNHEIM/OCHSENFURT, Maximilianstrasse 10, 68165 Mannheim, Germany, hereinafter referred to as Assignee, is desirous of acquiring Assignor's interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past Infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

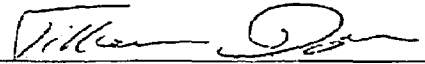
Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

173 US
200509

ASSIGNMENT

Assignor hereby authorizes an attorney authorized to prosecute this patent application to insert here in parentheses (Application No. _____, filed _____) the filing date and application number of said application when known.



Tillmann DÖRR
First Inventor or Assignor

11.01.2007

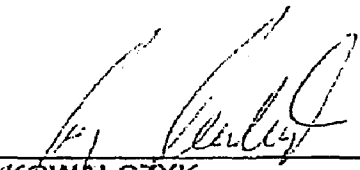
Dated



Lutz GUDERJAHN
Second Inventor or Assignor

12.11.07

Dated



Jörg KOWALCZYK
Second Inventor or Assignor

10.01 2007

Dated