

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>Sandoz Ltd.</td> <td>12/20/2007</td> </tr> </table>			Name	Execution Date	Sandoz Ltd.	12/20/2007									
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Sandoz Ltd.	12/20/2007														
RECEIVING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Nestec S.A.</td> </tr> <tr> <td>Street Address:</td> <td>Avenue Nestle 55</td> </tr> <tr> <td>City:</td> <td>Vevey</td> </tr> <tr> <td>State/Country:</td> <td>SWITZERLAND</td> </tr> <tr> <td>Postal Code:</td> <td>1800</td> </tr> </table>				Name:	Nestec S.A.	Street Address:	Avenue Nestle 55	City:	Vevey	State/Country:	SWITZERLAND	Postal Code:	1800		
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PROPERTY NUMBERS Total: 5															
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Patent Number:	5322073														
Patent Number:	5520948														
CORRESPONDENCE DATA															
<p>Fax Number: (973)593-7651</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 9735937783</p> <p>Email: athena.pretory@gerber.com</p> <p>Correspondent Name: Nestle Nutrition</p> <p>Address Line 1: 12 Vreeland Road, 2nd Floor</p> <p>Address Line 2: Athena E. Pretory</p> <p>Address Line 4: Florham Park, NEW JERSEY 07932</p>															
ATTORNEY DOCKET NUMBER:	SANDOZ LTD. TO NESTEC S.A														
NAME OF SUBMITTER:	Gary M. Lobel														

OP \$200.00 07602531

500459383

PATENT
REEL: 020478 FRAME: 0472

Total Attachments: 3

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PATENT

REEL: 020478 FRAME: 0473

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **Sandoz Ltd.**, a corporation of the country of Switzerland

do hereby sell, assign and transfer to **Nestec S.A.**, a corporation of the country of Switzerland, of Avenue Nestlé 55, 1800 Vevey, Switzerland CH-1800 and its successors, assigns and legal representatives, all of the right, title and interest for all countries of the world hereinafter referred to collectively as the "**ASSIGNEES**" in and to (1) all of the inventions and discoveries described in the patent provisional or non-provisional patent applications listed on the attached Schedule A and filed in the United States Patent and Trademark Office, (2) the patent applications identified in (1), (3) the right to file patent applications on said inventions and discoveries in the names of **ASSIGNEES** or their designees or in their name, at their election and in accordance with applicable law in all countries and regions, (4) for all patent applications, all rights of priority based upon the patent application identified in (1) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the patent applications identified in (1) are provisional patent applications, under 35 USC 119(e), (5) all patent applications in all countries and regions claiming the priority of the patent applications identified in (1) and only one or more inventions and/or discoveries disclosed in said patent applications (including national stages of any international patent application), (6) all continuations and divisions of any non-provisional patent applications identified in (1) and any patent application within the scope of (5) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2), (5) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEES** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by **ASSIGNORS** if this sale, assignment and transfer had not been made.

And **ASSIGNORS** hereby covenant and agree that **ASSIGNORS** will, at any time, (i) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, patents, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates and applications within the scope of (8) and (9) in **ASSIGNEES** or their successors, assigns or legal representatives, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or

desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (5) and (6) and all applications within the scope of (8) or (9) and (iii) make all rightful oaths and declarations and do all lawful acts required for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEES** or their successors, assigns or legal representatives.

Executed this 20th day of December, 2007.

J. METZ, S. EVANS L.S.
J. METZ, S. EVANS for Sandoz Ltd.

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20____, personally appeared before me

_____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Notary Public

SCHEDULE A

Application No.

Patent No. (if any)

07/602,531	
07/608,072	
07/828,398	5,322,073
08/395,346	5,520,948
90/004,021	