

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Paul R. Kateman	01/02/2008

RECEIVING PARTY DATA

Name:	MooBella LLC
Street Address:	555 Constitution Drive
City:	Taunton
State/Country:	MASSACHUSETTS
Postal Code:	02780

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6952928
Patent Number:	7052728
Patent Number:	7131279
Application Number:	11140624
Application Number:	11278928
Application Number:	11278993
Application Number:	60966075
Application Number:	60939225

CORRESPONDENCE DATA

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PATENT

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ATTORNEY DOCKET NUMBER:

24369-010

NAME OF SUBMITTER:

Carol H. Peters

**Total Attachments: 3**

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## ASSIGNMENT

I, **Paul R. Kateman**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **MOOBELLA, LLC**, a corporation organized under the laws of Massachusetts, with offices at **555 Constitution Drive, Taunton, MA**, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the patents and patent applications identified in the attached **Schedule A** (hereafter referred to as "**the Patents and Patent Applications**"), including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my name at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

I hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do that which is necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

This assignment includes the transfer of ownership rights (hereafter referred to as "**Reserved Rights**") to inventions by me *outside* the Field of Interest of the Company, wherein the "**Field of Interest of the Company**" is defined to mean the design, manufacture, distribution, or sale of equipment or raw materials for the preparation on demand of ice cream, other frozen dessert products, partially frozen dessert products or frozen or partially frozen beverages and includes, without limitation, the use of equipment with a confined turbulence passage for mixing liquids and liquids and/or liquids and fluids to create blended and/or aerated food or beverage products which may subsequently be chilled and/or frozen or partially frozen with a thin layer chilling and/or

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freezing surface, provided that such turbulent mixing and such freezing methods may be independent of each other.

To the extent (and if) not covered by the above transfer of the Reserved Rights, and with respect to any inventions in the Patents and Patent Applications that are not in the Field of Interest of the Company but which the Company reasonably determines may be useful to the Company in its Field of Interest and which were invented by me, alone or jointly, I hereby also grant the Company a royalty-free, fully paid up, exclusive, perpetual and irrevocable *license* in the Field of Interest of the Company throughout the world to use, modify, create derivative works from, disclose, publish, translate, reproduce, deliver, perform, and dispose of all such inventions and to authorize others so to do.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR: Paul R. Kateman

Date: Jan. 2, 2008

Paul R. Kateman  
Signature of: Paul R. Kateman

State of Massachusetts

County of Bristol

Subscribed and sworn to before me this 2<sup>nd</sup> day of January 2008.

Lawrence J. Weems  
Notary Public

My commission expires 9-17-2010

ASSIGNEE: MooBella, LLC

Date: 1/2/08

Brian C. Gumbay  
Signature of:

State of Massachusetts

County of Bristol

Subscribed and sworn to before me this 2<sup>nd</sup> day of JANUARY 2008.

Lawrence J. Weems  
Notary Public

My commission expires 9-17-2010

**SCHEDULE A**

<u>Our File No.</u>	<u>U.S. Patent/Application Serial No.</u>
24369-520	U.S. Patent 6,952,928
24369-521	U.S. Patent 7,052,728
24369-522	U.S. Patent 7,131,279
24369-524	Serial No. 11/140,624
24369-537	Serial No. 11/278,928
24369-539	Serial No. 11/278,993
24369-540	Serial No. 60/966,075
24369-543	Serial No. 60/939,225

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