

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Holley Phelan	03/05/2008
RECEIVING PARTY DATA	
Name:	Pepperidge Farm, Incorporated
Street Address:	595 Westport Avenue
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29294385
CORRESPONDENCE DATA	
Fax Number:	(212)355-3333
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-459-7065
Email:	smarsh@goodwinprocter.com
Correspondent Name:	Stephen P. Marsh
Address Line 1:	599 Lexington Avenue
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	CBS008DES004
NAME OF SUBMITTER:	Holley Phelan
Total Attachments: 2 source=29 294385#page1.tif source=29 294385#page2.tif	

CH \$40.00 29294385

ASSIGNMENT OF RIGHTS: PATENT APPLICATION

WHEREAS, I, Holley Phelan, ASSIGNOR
Inventor's Name

a citizen of the United States, with an address at 84 Main Street, Sandwich, Massachusetts 02563
Country Address

am one of the inventors of the invention in Pretzel Cracker

[X] for which an application for a United States Patent was filed on 01/09/2008, Serial no. 29/294,385,

[] for which an application for a United States Patent was executed on _____, and

WHEREAS, Pepperidge Farm, Incorporated, 595 Westport Avenue, Norwalk, Connecticut 06851,
ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that we have not executed, or will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 5 day of March,
2008 (Year) (Date) (Month)

Holley Phelan
Signature

On this 5th day of March, before me, Lisa Swenson, the undersigned Notary Public, personally appeared Holley Phelan, Assignor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal in Farnstable County of Mass. on the date set forth in this certificate.

Lisa Swenson
Notary Public



LISA J. SWENSON
Notary Public
Commonwealth of Massachusetts
My Commission Exp. March 15, 2010