

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alfred YOAKIM	08/19/2008
Gilles GAVILLET	08/25/2008
Jean-Paul DENISART	08/18/2008
Alexandre KOLLEP	08/21/2008
RECEIVING PARTY DATA	
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City:	1800 Vevey
State/Country:	SWITZERLAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12281440
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ATTORNEY DOCKET NUMBER:	88265-8064
NAME OF SUBMITTER:	ALLAN A. FANUCCI
<p>Total Attachments: 3</p> <p>source=88265-8064#page1.tif</p> <p>source=88265-8064#page2.tif</p>	

CH \$40.00 12281440

**500672311**

**PATENT**  
**REEL: 021663 FRAME: 0834**



original

## ASSIGNMENT

WHEREAS,

**Alfred YOAKIM**, a citizen of Switzerland residing at Ch. De La Routiaz 2, St-Legier-La Chiesaz CH-1806, SWITZERLAND

**Gilles GAVILLET**, a citizen of Switzerland residing at Plattiez, Ursy FR CH-1670 SWITZERLAND

**Jean-Paul DENISART**, a citizen of France residing at La Conversion, Ch. De La Jaque 15 CH-1093 SWITZERLAND

**Alexandre KOLLEP**, a citizen of Switzerland residing at Chemin Des Chênes 25, Lutry CH-1095 SWITZERLAND

each an ASSIGNOR, is an inventor of the invention in **CAPSULE WITH OUTER SEALING MATERIAL PRESSURIZED BY A FLUID**, for which an application for a Patent of the United States, identified by Winston & Strawn LLP Docket No. **88265-8064**

- ☐ is executed on even date herewith.  
☒ was filed on 09-02-08 as Application No. 12/281,440.

WHEREAS, **NESTEC S.A.**, a Swiss Corporation having a place of business at Avenue Nestlé 55, Vevey CH-1800, SWITZERLAND, ASSIGNEE, is desirous of obtaining each inventor's entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in exchange for good and valuable consideration to each inventor, the receipt and sufficiency of which is hereby acknowledged, each ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire right, title and interest in, to and under the invention, and any United States provisional or non-provisional application embodying the invention or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or to any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof;

And each ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of 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 ASSIGNEES, their successors, legal representatives and assigns, in accordance with the terms of this instrument;

And each ASSIGNOR hereby covenants and agrees that he or she has the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith;

And each ASSIGNOR hereby further covenants and agrees that he or she will communicate to the ASSIGNEES, their successors, legal representatives and assigns, any facts known to him or her respecting said invention, 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 ASSIGNEES, or their successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

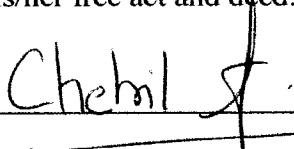
And each ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

In witness whereof, each inventor has affixed his or her signature.


August 19<sup>th</sup>, 2008  
Date

  
Alfred YOAKIM,

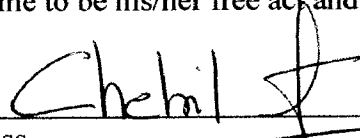
On this 19<sup>th</sup> day of August, 2008, before me appeared Alfred YOAKIM, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

  
Witness

25.8.2008  
Date

  
**Gilles GAVILLET**

On this 25<sup>th</sup> day of August, 2008, before me appeared **Gilles GAVILLET**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

  
Witness


18.08.2008  
Date

  
**Jean-Paul DENISART**

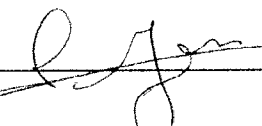
On this 18 day of August, 2008, before me appeared **Jean-Paul DENISART**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

  
Witness

21.08.2008  
Date

  
**Alexandre KOLLEP**

On this 21<sup>st</sup> day of August, 2008, before me appeared **Alexandre KOLLEP**, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

  
Witness