

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Chris Daniel HATALLA		09/24/2008
RECEIVING PARTY DATA		
Name:	Nestec S.A.	
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PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29324461	
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ATTORNEY DOCKET NUMBER:	8895-DESIGN	
NAME OF SUBMITTER:	Gary M. Lobel	
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Privacy Act Statement

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
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3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
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5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged,
I

Chris Daniel HATALLA residing at 5320 West 23rd Street
St. Louis Park, MN 55416, U.S.A.

do hereby sell, assign and transfer to **Nestec S.A.**, a company organized under the laws of the Swiss Confederation, of Avenue Nestlé 55, 1800 Vevey, Switzerland CH-1800, and its successors, assigns and legal representatives, all of my right, title and interest for all countries of the world hereinafter referred to collectively as the "**ASSIGNEES**" in and to (1) all of my inventions and discoveries described in the patent provisional or non-provisional patent application(s) titled

CLOSURE FOR CONTAINERS

and filed in the United States Patent and Trademark Office on September 12, 2008, and accorded Application Number 29/324,461 (2) the patent application(s) 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 my 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 application identified in (1) is a provisional patent application, under 35 USC 119(e), (5) all patent applications in all countries and regions claiming the priority of the patent application identified in (1) and only one or more inventions and/or discoveries disclosed in said patent application (including national stages of any international patent application), (6) all continuations and divisions of any non-provisional patent application 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 me if this sale, assignment and transfer had not been made.

And I hereby covenant and agree that I 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 24th day of September, 20 08.


Chris Daniel HATALLA