

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Edward T. Huxel	07/23/2009
Mr. Thomas A. Lehmann	07/27/2009
RECEIVING PARTY DATA	
Name:	American Institute of Baking
Street Address:	1213 Bakers Way
City:	Manhattan
State/Country:	KANSAS
Postal Code:	66502
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11158427
CORRESPONDENCE DATA	
Fax Number:	(215)656-2498
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-656-3385
Email:	pto.phil@dlapiper.com
Correspondent Name:	Paul A. Taufer, DLA PIPER LLP (US)
Address Line 1:	1650 Market Street, Suite 4900
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Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	CON-09-1187
NAME OF SUBMITTER:	Nancy Nunez
Total Attachments: 6 source=Assgnmt#page1.tif source=Assgnmt#page2.tif	

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**PATENT
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CONFIRMATORY PATENT ASSIGNMENT

This Agreement is between Mr. Nir Adar (hereinafter, "Adar"), having an address of 24 Parkway Road, Biarcliff, NY 10510, American Institute of Baking (hereinafter, "AIB"), having a place of business at 1213 BAKERS WY, MANHATTAN, KS, 66502, and Mr. Edward T. Huxel and Mr. Thomas A. Lehmann (hereinafter, "Inventors").

WHEREAS, Adar is the owner of certain inventions or discoveries (or both) and other valuable intellectual property relating to the production and the development of an edible container and method of manufacture (hereinafter, "Intellectual Property Rights"), pursuant to a Memorandum of Agreement dated July 7, 2004 and an Amendment to the Memorandum of Agreement dated December 2004 between Adar and AIB (hereinafter, "Patent Agreement");

WHEREAS, U.S. Patent Application No. 11/158,427 titled Edible Container Apparatus and Method of Manufacture, filed on June 22, 2005 (hereinafter, "Patent Application"), and naming as inventors Mr. Edward T. Huxel and Mr. Thomas A. Lehmann, was filed relating to the Intellectual Property Rights;

WHEREAS, Inventors as employees of AIB were obligated to assign and did assign all Intellectual Property Rights and the Patent Application to AIB;

WHEREAS, all said Intellectual Property Rights and the Patent Application were, in turn, assigned by AIB to Adar pursuant to the Patent Agreement;

WHEREAS, Adar, AIB and the Inventors desire to confirm assignment of Intellectual Property Rights and the Patent Application to Adar pursuant to the Patent Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises that have been made, and in consideration of the foregoing, the parties agree as follows:

1. Inventors assign and convey to and confirm in AIB, and AIB assigns and conveys to and confirms in Adar, the entire right, title and interest in and to all inventions and discoveries relating to said Intellectual Property Rights, said Patent Application, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Inventors and AIB authorize Adar to file and prosecute said Patent Application and any other patent applications that Adar may file in any or all countries on any or all of said inventions and discoveries, in AIB's name, in the name of the Inventors, in the name of Adar and/or otherwise as Adar may deem advisable, under the International Convention or otherwise;

3. Inventors and AIB authorize Adar to request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Adar, as assignee of the entire right, title and interest therein or otherwise as Adar may direct;

4. Inventors and AIB warrant that it has not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that Inventors and AIB have good right to assign the same without encumbrance;

5. Inventors and AIB acknowledge that the present Agreement shall be binding on their respective heirs and legal representatives, as well as on the Inventors and AIB, to do, upon Adar's request and at his expense, but without additional consideration, all acts reasonably serving to assure that the said inventions and discoveries, the said Patent Application and the said Letters Patent shall be held and enjoyed by Adar as fully and entirely as the same could have been held and enjoyed by Adar or its heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Adar all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Adar; to communicate to Adar all facts known to Inventors and AIB relating to said inventions and discoveries or the history thereof; and to furnish Adar with any and all documents, photographs, models, samples and other physical exhibits in Inventors' and AIB's control or in the control of Inventors' and AIB's heirs or legal representatives and which may be useful for establishing the facts of conceptions, disclosures, and reduction to practice of said inventions and discoveries.

6. This Agreement does not supersede any prior agreements in effect between Inventors, AIB and Adar in connection with the subject matter of this Agreement, including but not limited to the Patent Agreement.

The effective date of this instrument is the latest date accompanying signatures, hereinbelow.

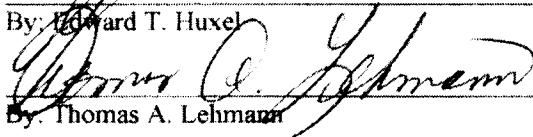
In testimony whereof I have affixed my signature.

 VP EDUCATION

By/Title:
American Institute of Baking

JULY 21, 2009
(Date)

By: Edward T. Huxel


By: Thomas A. Lehmann

(Date)
7/27/09
(Date)

By: Nir Adar

(Date)

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2. Inventors and AIB authorize Adar to file and prosecute said Patent Application and any other patent applications that Adar may file in any or all countries on any or all of said inventions and discoveries, in AIB's name, in the name of the Inventors, in the name of Adar and/or otherwise as Adar may deem advisable, under the International Convention or otherwise;

3. Inventors and AIB authorize Adar to request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Adar, as assignee of the entire right, title and interest therein or otherwise as Adar may direct;

4. Inventors and AIB warrant that it has not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that Inventors and AIB have good right to assign the same without encumbrance;

5. Inventors and AIB acknowledge that the present Agreement shall be binding on their respective heirs and legal representatives, as well as on the Inventors and AIB, to do, upon Adar's request and at his expense, but without additional consideration, all acts reasonably serving to assure that the said inventions and discoveries, the said Patent Application and the said Letters Patent shall be held and enjoyed by Adar as fully and entirely as the same could have been held and enjoyed by Adar or its heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Adar all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Adar; to communicate to Adar all facts known to Inventors and AIB relating to said inventions and discoveries or the history thereof; and to furnish Adar with any and all documents, photographs, models, samples and other physical exhibits in Inventors' and AIB's control or in the control of Inventors' and AIB's heirs or legal representatives and which may be useful for establishing the facts of conceptions, disclosures, and reduction to practice of said inventions and discoveries.

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The effective date of this instrument is the latest date accompanying signatures, herein below.

In testimony whereof I have affixed my signature.

By/Title: _____

American Institute of Baking

Edward T. Huxel

By: Edward T. Huxel

(Date)

July 23, 2009
(Date)

By: Thomas A. Lehmann

(Date)

By: Nir Adar

(Date)

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By/Title:
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(Date)

By: Edward T. Huxel

(Date)

By: Thomas A. Lehmann

(Date)

By: Nir Adar

(Date)

2/25/09