

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wilkes and Associates, Inc.	07/09/2009
RECEIVING PARTY DATA	
Name:	InVinity LLC
Street Address:	1354 South Marion Court
City:	City Of Industry
State/Country:	CALIFORNIA
Postal Code:	91745
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12433390
Application Number:	61079484
PCT Number:	US0810457
CORRESPONDENCE DATA	
Fax Number:	(202)344-8300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202 344-8009
Email:	tlafortune@venable.com
Correspondent Name:	Keith G. Haddaway, Ph.D.
Address Line 1:	P.O. Box 34385
Address Line 2:	Venable LLP
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20043-9998
ATTORNEY DOCKET NUMBER:	64929-269117
NAME OF SUBMITTER:	Keith G. Haddaway, Ph.D.
Total Attachments: 3	

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**PATENT
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ASSIGNMENT

THIS ASSIGNMENT, Wilkes and Associates, Inc. (hereinafter referred to as Assignor), of City of Industry, California;

WHEREAS, Assignor has acquired the rights of certain new and useful improvements in NON-ALCOHOLIC WINE BEVERAGE, set forth in a Provisional application for Letters Patent of the United States, already filed on September 7, 2007 as U.S. Application No. 60/935,944; a Provisional application for Letters Patent of the United States, already filed on July 10, 2008 as U.S. Application No. 61/079,484; an application for Letters Patent of the United States, already filed on April 30, 2009 as U.S. Application No. 12/433,390; and a PCT International Application already filed on September 8, 2008 as International Application No. PCT/US2008/010457, The United States being designated; and

WHEREAS, InVinity LLC, organized under and pursuant to the laws of California having its principal place of business at 1354 South Marion Court, City of Industry, California 91745 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the lawful owner of the entire right, title and interest in and to the said inventions and applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said applications for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.


AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

VENABLE LLP

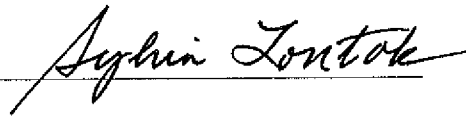
All practitioners at Customer Number 26694.

7-09-09
Date


Donald F. Wilkes
President/CEO
Wilkes and Associates, Inc.

Witness:

7-9-09
Date



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