

RECORDATION FORM COVER SHEET PATENTS ONLY

Attorney Docket No. 1011525-000488

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

H.J. Heinz Holding B.V.

2. Name and address of receiving party(ies):

H.J. Heinz Company
600 Grant Street, 60th Floor
Pittsburgh, PA. 15219-2857

3. Nature of Conveyance/Execution Date(s):

Execution Date(s): September 9, 2009

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Executive Order 9424, Confirmatory License |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Joint Research Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Government Interest Agreement | |
| <input type="checkbox"/> Other: _____ | |

4. Application or patent number(s):

A. Patent Application No.(s)
10/542,330

B. Patent No.(s)

☐ This document is being filed together with a new application.

5. Name and address to whom correspondence concerning document should be mailed:

Name: Regis E. Slutter
Address: Buchanan Ingersoll & Rooney PC
Customer Number 21839
P.O. Box 1404
Alexandria, VA 22313-1404

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☐ Authorized to be charged by credit card. PTO Form 2038 attached.
- ☒ Authorized to be charged to deposit account 02-4800
- ☐ None required (gov't interest not affecting title)

8.

Signature:


Signature

26999

Reg. No.

September 29, 2009

Date

Regis E. Slutter
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

ASSIGNMENT

Date: 9th SEPTEMBER 2009

Parties

1. H. J. Heinz Holding B.V. of Stationsstraat 50, NL-6662 BC Elst, the Netherlands ("the Assignor").
2. H. J. Heinz Company, of 600 Grant Street, 60th Floor, Pittsburgh, PA, 15219 – 2857, USA ("the Assignee").

Background

- A. The Assignor has applied for patents under the applications listed in the accompanying schedule ("the Applications")
- B. The Assignor has been granted patents under the patent numbers listed in the accompanying schedule ("the Patents")
- C. The Assignor has been granted a utility model under the utility model number listed in the accompanying schedule ("the Utility Model")
- D. The Assignor is the proprietor of the intellectual property rights in the invention described in the Applications, the Patents and the Utility Model ("the Invention").
- E. The Assignor has agreed to assign to the Assignee all intellectual property rights relating to the Invention.
- F. The Assignor has agreed to assign to the Assignee the Invention, the Applications, the Patents and the Utility Model listed in the attached schedule and all the right, title and interest in them on the terms and conditions set out below.

Operative Provisions

1. In consideration of the payment of £1 and other good and valuable consideration now paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges) the Assignor assigns to the Assignee with full title guarantee:

- (a) the Invention, all the right, title and interest in the Invention, and the full and exclusive benefit of the Invention;
 - (b) the Applications, all the right, title and interest in the Applications, and the full and exclusive benefit of the Applications;
 - (c) the Patents, all the right, title and interest in the Patents, and the full and exclusive benefit of the Patents;
 - (d) the Utility Model, all the right, title and interest in the Utility Model, and the full and exclusive benefit of the Utility Model;
 - (e) the right for the Applications, the Patents and the Utility Model to claim priority from patent application no. NL 1022368, filed at the Netherlands Patent Office on the 13 January 2003;
 - (f) all the rights, powers, privileges and immunities arising or accrued to date from the Invention, the Applications, the Patents and the Utility Model, including, but not limited to, the rights to file corresponding patent or other applications and to claim priority world-wide, and the right to sue for damages and all other remedies in respect of any infringement occurring before on or after the date of this assignment;
- to hold unto the Assignee absolutely.

2. The Assignor covenants with the Assignee that the Assignor will at his own expense:
- (a) execute, sign and do all instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee (or a nominee of the Assignee) to enjoy the full benefit of the intellectual property rights hereby assigned;
 - (b) execute, sign and do all instruments, applications, documents, acts and things as may reasonably be required by the Assignee (or a nominee of the Assignee) to secure patent protection for the Invention and the Application; and
 - (c) execute, sign and do all instruments, applications, documents, acts and things as may reasonably be required by the Assignee (or a nominee of the Assignee) to record this Assignment at the national and regional patent offices.
3. The law applicable to this assignment is English law.

In witness of which this assignment has been executed in a legally binding manner by the parties on the above date.

Schedule**Patent Applications:**

Country	Application No.	Title
Patent Cooperation Treaty	PCT/NL2004/000008	Package
Australia	AU 2004204045	Package
Canada	CA 2,552,716	Package
European (EP)	EP 04700796.8	Package
India	IN 1332/KOLNP/2005	Package
Russian Federation	RU 2005125732	Package
United States of America	US 10/542,330	Package

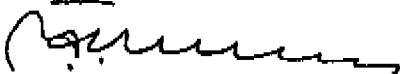
Patents:

Country	Patent No.	Title
Indonesia	ID 0 020 430	Package
Japan	JP 4277039	Package
New Zealand	NZ 541178	Package
New Zealand	NZ 1022368	Package

Utility Model:

Country	Utility Model No.	Title
Russian Federation	RU 84005	Package

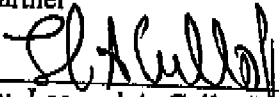
H. J. Heinz Holding B.V.:


Name: ROEL VAN NEERAST
Title: PRESIDENT HEINZ
CONTINENTAL EUROPE

H. J. Heinz Company, L.P.

By: Heinz GP LLC

Sole Managing General Partner


Name: Leonard A. Cullo, Jr.
Title: Vice President - Treasurer