

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Gerber Products Company	12/30/2008

RECEIVING PARTY DATA

Name:	NUK USA, LLC
Street Address:	728 Booster Boulevard
City:	Reedsburg
State/Country:	WISCONSIN
Postal Code:	53959

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	5890621
Patent Number:	6105259
Patent Number:	6228105
Patent Number:	6032810
Patent Number:	6056774
Patent Number:	6513379
Patent Number:	6446822
Patent Number:	6601720

CORRESPONDENCE DATA

Fax Number: (202)481-3972

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-481-9927

Email: amx@townsend.com

Correspondent Name: Townsend and Townsend and Crew LLP

Address Line 1: Two Embarcadero Center

Address Line 2: 8th floor

CH \$320.00 5890621

500992916

PATENT
REEL: 023390 FRAME: 0535

Address Line 4: San Francisco, CALIFORNIA 94111-3834

ATTORNEY DOCKET NUMBER:	028167-000200US
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NAME OF SUBMITTER:	Aneta Mihali Xhiku
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Total Attachments: 11

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ASSIGNMENT AND ASSUMPTION OF SEPARATE INTELLECTUAL PROPERTY

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of 30 December 2008, is by and among Nestlé S.A., a *société anonyme* organized under the laws of Switzerland (the "Parent Assignor"), Société des Produits Nestlé S.A., a *société anonyme* organized under the laws of Switzerland ("Société des Produits"), Nestec Ltd, a company organized under the laws of Switzerland ("Nestec"), Gerber Products Company, a Michigan corporation (d/b/a Nestlé Infant Nutrition) ("Gerber" and, together with Société des Produits and Nestec, the "Subsidiary Assignors" and, the Subsidiary Assignors together with the Parent Assignor, the "Assignors"), and NUK USA LLC, a Delaware limited liability company (the "Assignee").

RECITALS

WHEREAS, the Parent Assignor and Total S.A. (the "Buyer") have entered into that certain Purchase Agreement, dated as of 2 October 2008 (the "Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Purchase Agreement), for the sale of the Business from the Parent Assignor to the Buyer and its designated Affiliates;

WHEREAS, the Subsidiary Assignors are wholly owned direct and indirect subsidiaries of the Parent Assignor and the Assignee is a wholly owned indirect subsidiary of the Buyer;

WHEREAS, the Assignors are the owners of the Separate Intellectual Property, which includes the Know-How used primarily in or otherwise exclusively related to the Business (other the Gerber Brazil Know-How) and the Separate Intellectual Property listed on Schedule A; and

WHEREAS, the execution and delivery of this Agreement by the Assignors and the Assignee is a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of \$4,074,000 (which is a part of the Base Purchase Price payable on the Closing Date under the Purchase Agreement, as such amount may be adjusted after the Closing in accordance with the Purchase Agreement), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the Assignors and the Assignee hereby agree as follows:

1. Assignment and Assumption

1.1 Upon the terms and subject to the conditions set forth in the Purchase Agreement, each Assignor hereby sells, assigns, transfers and conveys to the Assignee all of its rights, title and interest in and to the Separate Intellectual Property and the Assignee accepts such sale, assignment, transfer and conveyance.

1.2 Upon the terms and subject to the conditions set forth in the Purchase Agreement, the Assignee hereby assumes from the Assignors, and agrees to pay, perform and discharge when due, all of the Liabilities of the Assignors relating to or arising out of the Separate Intellectual Property (collectively, the "Assumed Liabilities").

2. License of Know-How

2.1 The Assignors hereby grant to the Assignee a perpetual, world-wide, paid-up, irrevocable license with respect to any Know-How that is necessary for the continued conduct of the Business as conducted by the Parent Assignor and its Subsidiaries immediately prior to the Closing and not transferred to the Assignee under this Agreement, unless such Know-How is licensed or otherwise provided pursuant to the Transition Services Agreements.

3. Effective Time

3.1 This Agreement and each provision contained herein shall be effective as of 12:01 A.M. (local time wherever applied) on 1 January 2009.

4. Miscellaneous

4.1 Nothing in this Agreement, express or implied, is intended to or will be construed to modify, expand or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Agreement.

4.2 The parties to this Agreement will pay their own costs and expenses (including legal, accounting and other fees) relating to this Agreement. Any notary fees and/or registration costs will be borne by the Assignee.

4.3 Each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement will be held to be unenforceable or invalid under applicable law, such provision will be ineffective only to the extent of such unenforceability or invalidity, and the parties will negotiate in good faith to modify this Agreement so that the unenforceable or invalid provision is replaced by such valid and enforceable provision which the parties consider, in good faith, to match as closely as possible the invalid or unenforceable provision and to achieve the same or a similar economic effect and to give effect to the parties' original intent. The remaining provisions of this Agreement will continue to be binding and in full force and effect.

4.4 This Agreement will be governed by and construed in accordance with the laws (without regard for principles of conflict of laws) of the State of New York.

4.5 The parties agree that any and all disputes arising out of or in connection with this Agreement will be resolved only in accordance with the terms of Section 10.13 of the Purchase Agreement. The parties further agree that (i) any and all claims arising out of or in connection with this Agreement must be brought under and in accordance with the terms of the Purchase Agreement and (ii) a claim will not be valid and cannot be brought with respect to this Agreement unless such claim constitutes a valid claim under the Purchase Agreement.

4.6 The Assignors agree that upon the reasonable request of the Assignee, at any time and from time to time, the Assignors shall execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, to the Assignee all such further deeds, assignments, documents and other instruments that may be reasonably required by the Assignee to evidence further the sale, assignment, transfer and conveyance to the Assignee of the Separate Intellectual Property or to aid or assist the Assignee in obtaining all of the rights and privileges sold, assigned, transferred and conveyed by the Assignors under this Agreement.

4.7 The Assignee agrees that upon the reasonable request of the Assignors, at any time and from time to time, the Assignee shall execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, to the Assignors all such further deeds, assignments, documents and other instruments that may be reasonably required by the Assignors to evidence further the assumption by the Assignee of, and the Assignee's agreement to pay, perform and discharge when due, the Assumed Liabilities or to aid or assist the Assignors in discharging all of the duties and obligations assumed by the Assignee under this Agreement.

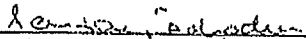
4.8 This Agreement is executed in one (1) or more counterparts, by original or facsimile signature, each of which will be deemed an original, but all of which will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
as of the date first written above.

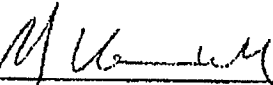
NESTLÉ S.A.

NUK USA LLC


By: 
Name: Sanjay Behndra
Title: Vice President

By: _____
Name: _____
Title: _____

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By: 
Name: Alexander Mumbull
Title: Assistant Vice President

NESTEC LTD

By: 
Name: Tiesee Brown
Title: Vice President

GERBER PRODUCTS COMPANY (d/b/a
NESTLÉ INFANT NUTRITION)

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
as of the date first written above.

NESTLÉ S.A.

NUK USA LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

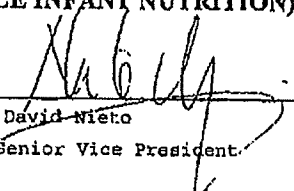
SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By: _____
Name:
Title:

NESTEC LTD

By: _____
Name:
Title:

GERBER PRODUCTS COMPANY (d/b/a
NESTLÉ INFANT NUTRITION)

By: 
Name: David Nieto
Title: Senior Vice President

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
as of the date first written above.

NESTLÉ S.A.

NUK USA LLC

By: _____
Name:
Title:

By: F. G. Gomez
Name: F. G. Gomez
Title:

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By: _____
Name:
Title:

NESTEC LTD

By: _____
Name:
Title:

GERBER PRODUCTS COMPANY (d/b/a
NESTLÉ INFANT NUTRITION)

By: _____
Name:
Title:

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SCHEDULE A

SEPARATE INTELLECTUAL PROPERTY

UTILITY PATENTS							
Country	Title	Current Status	Filing	Publication	Grant	Expiration	Beneficial Owner/ Record Owner (Gerber Products Company unless otherwise noted)
ARGENTINA	Breast Pump	Publication	06.01.2005 P050100032	29.11.2006 AR0508 13A1		06.01.2025	Nestec Ltd
BRAZIL	Cap for Drinking Cup Having Outlet	Granted	17.10.1997 P19712365-0		10.06.2003 P19712355-0	17.10.2017	Nestec Ltd
BRAZIL	One Piece Nipple Collar for Nurers	Filing	15.07.1998 P19802452.3		25.11.2003 P198 02452-3	15.07.2018	Nestec Ltd
BRAZIL	Infant Drinking Cup Which Changes	Filing	30.11.2001 P10105763-4			30.11.2021	Nestec Ltd
BRAZIL	Feeding implement	Publication	16.03.2004 P10408981-2	04.04.2006 P104089 81-2		16.03.2024	Nestec Ltd
BRAZIL	Cosmeceutical Composition	Filing	27.04.2006 P10611155.6			27.04.2026	Nestec Ltd
BRAZIL	Spill Resistant Closure	Filing	29.08.2006 P10615244-9			29.08.2026	Nestec Ltd
CANADA	Electric Breast Pump	Granted	30.10.1995 2161706		12.12.2000 2161 706	30.10.2015	Nestec Ltd
CANADA	Eating Utensils	Filing	20.10.1999 2343884			20.10.2019	Nestec Ltd
CANADA	Carousel Storage Assembly	Granted	31.10.1995 2161817		19.09.2006 2161 817	31.10.2015	Nestec Ltd
CANADA	Infant Drinking Cup Which Changes	Filing	28.11.2001 2363903			28.11.2021	Nestec Ltd
CANADA	Feeding implement	Filing	16.03.2004 2517476			16.03.2024	Nestec Ltd
CANADA	Roll-On Body Powder Dispenser	Filing	25.07.2003 2436034			25.07.2023	Nestec Ltd
CANADA	Spill Resistant Closure	Filing	29.08.2006 2620375			29.08.2026	Nestec Ltd
CHILE	Drinking Vessel with Adjustable Handles	Publication	15.09.2004 20339/2004	02.09.2005 2339/20 04			Nestec Ltd
CHILE	Breast Pump	Publication	07.01.2005 26/2005	18.11.2005 26/2005			Nestec Ltd
CHINA	Eating Utensils	Granted	20.10.1999 99812419.2		12.11.2003 ZL9 9812419.2	20.10.2019	Nestec Ltd
CHINA	Massaging Breast Pump and Funnel	Granted	26.09.2001 01816341.6	07.01.2004 CN1466 470A	20.07.2005 ZL0 1816341.6	26.09.2021	Nestec Ltd
CHINA	Two-Part Teething Handle for Infant Pacifiers	Publication	09.03.2000 00804684.0	03.04.2002 CN1343 111A	21.02.2007 0080 4684.0	09.03.2020	Nestec Ltd
CHINA	Infant Drinking Cup Which Changes	Publication	28.11.2001 01142434.6	03.07.2002 CN1356 086A	16.11.2005 ZL0 1142434.6	28.11.2021	Nestec Ltd
CHINA	Cosmeceutical Composition	Publication	27.04.2006 20068001465 7.7	23.04.2008 CN1011 66509A		27.04.2026	Nestec Ltd

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UTILITY PATENTS							
Country	Title	Current Status	Filing	Publication	Grant	Expiration	Beneficial Owner/ Record Owner (Gerber Products Company unless otherwise noted)
CHINA	Spill Resistant Closure	Filing	29.08.2006 20058003206			29.08.2026	Nestec Ltd
COLUMBIA	Cap for Drinking Cup Having Outlet	Publication	20.10.1997 97061332	31.03.1999 475	31.01.2001 2687	02.02.2002	Nestec Ltd
COLUMBIA	One Piece Nipple Collar for Nursers	Publication	13.07.1998 98039635	26.10.1999 485	28.08.2003 2777	13.07.2018	Nestec Ltd
COSTA RICA	Cap for Drinking Cup Having Outlet	Filing	17.07.1998			17.07.2018	Nestec Ltd
COSTA RICA	One Piece Nipple Collar for Nursers	Filing	17.07.1998			17.07.2018	Nestec Ltd
EUROPEAN PROCEDURE (PATENTS)	Two-Part Teethable Handle for Infant Pacifiers	Publication	09.03.2000 00912575.8	05.12.2001 1158949	09.11.2005 1158	09.03.2020	Nestec Ltd
EUROPEAN PROCEDURE (PATENTS)	Cosmeceutical Composition	Filing	27.04.2006 06724614.0			27.04.2026	Nestec Ltd
EUROPEAN PROCEDURE (PATENTS)	Spill Resistant Closure	Publication	29.08.2006 06802587.3	28.05.2008 1924509		29.08.2026	Nestec Ltd
FRANCE	Two-Part Teethable Handle for Infant Pacifiers	Granted	09.03.2000 00912575.8	05.12.2001 1158949	09.11.2005 1158	09.03.2020	Nestec Ltd
GERMANY	Two-Part Teethable Handle for Infant Pacifiers	Granted	09.03.2000 00912575.8	05.12.2001 6002385	09.11.2005 1158	09.03.2020	Nestec Ltd
HONG KONG	Eating Utensils	Publication	30.10.2002 02107844.1	03.01.2003 HK1046	02.03.2004 HK1	20.10.2019	Nestec Ltd
HONG KONG	Massaging Breast Pump and Funnel	Granted	16.02.2004 04101073.4		28.10.2005 HK1	26.09.2021	Nestec Ltd
HONG KONG	Two-Part Teethable Handle for Infant Pacifiers	Granted	16.05.2002 02103725.4		28.07.2006 1043	09.03.2020	Nestec Ltd
HONG KONG	Infant Drinking Cup Which Changes	Granted	05.12.2002 02108874.2		24.12.2003 HK1	26.11.2021	Nestec Ltd
HONG KONG	Cosmeceutical Composition	Filing	22.02.2006 08101930.3			22.02.2028	Nestec Ltd
INTERNATIONAL PROCEDURE	Eating Utensils	Publication	20.10.1999 PCT/EP99/07 973	04.05.2000 WO00/2 4299		20.10.2019	Nestec Ltd
INTERNATIONAL PROCEDURE	Massaging Breast Pump and Funnel	Publication	26.09.2001 PCT/EP01/11 178	04.02.2002 WO02/2 6290		26.09.2021	Nestec Ltd
INTERNATIONAL PROCEDURE	Two-Part Teethable Handle for Infant Pacifiers	Publication	09.03.2000 PCT/EP00/02 063	14.09.2000 WO00/5 3147		09.03.2020	Nestec Ltd
INTERNATIONAL PROCEDURE	Drinking Vessel with Adjustable Handles	Publication	25.08.2004 PCT/IB2004/0 0274	24.03.2005 WO2005 /025391		25.08.2024	Nestec Ltd
INTERNATIONAL PROCEDURE	Breast Pump	Publication	03.01.2005 PCT/IB2005/0 0004	28.07.2005 WO2007 /027709		03.01.2025	Nestec Ltd

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UTILITY PATENTS							
Country	Title	Current Status	Filing	Publication	Grant	Expiration	Beneficial Owner/ Record Owner (Gerber Products Company unless otherwise noted)
INTERNATIONAL PROCEDURE	Spill Resistant Closure	Publication	29.08.2006 PCT/US2006/0337	08.03.2007 WO2007/027709		29.08.2026	Nestec Ltd/Novartis
INTERNATIONAL PROCEDURE	Vented Closure for Container	Publication	31.08.2007 PCT/US2007/077339	12.06.2008 WO2008/030767		31.08.2027	Nestec Ltd
JAPAN	Spill Resistant Closure	Filing	29.08.2006 2008-529201			29.08.2026	Nestec Ltd
MEXICO	Cap for Drinking Cup Having Outlet	Granted	17.10.1997 1999/003662		15.08.2003 2158	17.10.2017	Nestec Ltd
MEXICO	One Piece Nipple Collar for Nurers	Granted	16.07.1998 9805748		25.07.2002 2092	16.07.2018	Nestec Ltd
MEXICO	Infant Drinking Cup Which Changes	Granted	30.11.2001 2001/012369		20.10.2004 2236	30.11.2021	Nestec Ltd
MEXICO	Feeding Implement	Publication	16.03.2004 PA/A/05/010611	20.01.2006 PA/A/05/010611		16.03.2024	Nestec Ltd
MEXICO	Cosmeceutical Composition	Filing	27.04.2006 PCT/EP06/003930			27.04.2026	Nestec Ltd
MEXICO	Spill Resistant Closure	Filing	29.08.2006 MX/a/2008/0028351			29.08.2026	Nestec Ltd
PERU	Breast Pump	Publication	06.01.2005 2005/OIN	42- 12.01.2006 42- 2005/OIN		06.01.2025	Nestec Ltd
PHILIPPINES	Cosmeceutical Composition	Filing	27.04.2006 2007-502306	1-		27.04.2026	Nestec Ltd
PHILIPPINES	Spill Resistant Closure	Publication	29.08.2006 2008-500386	1- 28.05.2008 1924509		29.08.2026	Nestec Ltd
POLAND	Eating Utensils	Granted	20.10.1999 P348429		07.12.2005 1917	20.10.2019	Nestec Ltd
POLAND	Massaging Breast Pump and Funnel	Filing	25.09.2001 P359855			25.09.2021	Nestec Ltd
POLAND	Infant Drinking Cup Which Changes	Granted	23.11.2001 P350838		25.09.2007 1973 66	23.11.2021	Nestec Ltd
RUSSIAN FEDERATION	Cosmeceutical Composition	Filing	27.04.2006 PCT/EP06/003930			27.04.2026	Nestec Ltd
RUSSIAN FEDERATION	Spill Resistant Closure	Filing	29.08.2006 2008107936			29.08.2026	Nestec Ltd
THAILAND	Drinking Vessel with Adjustable Handles	Publication	09.09.2004 93593	29.09.2005 70769		09.09.2024	Nestec Ltd
UNITED KINGDOM	Two-Part Teething Handle for Infant Pacifiers	Granted	09.03.2000 00912575.8	05.12.2001 1158949	09.11.2005 1158	09.03.2020	Nestec Ltd/Novartis AG
UNITED KINGDOM	Infant Drinking Cup Which Changes	Publication	26.11.2001 0128279.7	05.06.2002 2369554	28.05.2003 2369	26.11.2021	Nestec Ltd/Novartis AG
UNITED STATES	Cap for Drinking Cup Having Outlet	Granted	21.10.1996 08/734191		06.04.1999 5890621	21.10.2016	Nestec Ltd

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UTILITY PATENTS							
Country	Title	Current Status	Filing	Publication	Grant	Expiration	Beneficial Owner/ Record Owner (Gerber Products Company unless otherwise noted)
UNITED STATES	Electric Breast Pump	Granted	04.11.1994 08/334812		06.08.1996 5542 921	04.11.2014	Nestec Ltd
UNITED STATES	Sterilizer for Infant Accessories	Granted	12.09.1989 07/406319		25.05.1993 5213 776	25.05.2010	Nestec Ltd
UNITED STATES	Eating Utensils	Granted	22.10.1998 09/176635		22.08.2000 6105 259	22.10.2018	Nestec Ltd
UNITED STATES	Flexible Pacifier	Granted	01.03.2000 09/516287		08.05.2001 6228 105	01.03.2020	Nestec Ltd
UNITED STATES	One Piece Nipple Collar for Nurers	Granted	17.07.1997 08/895951		07.03.2000 6032 810	17.07.2017	Nestec Ltd
UNITED STATES	Carousel Storage Assembly	Granted	24.05.1995 08/447538		24.06.1997 5641 080	24.05.2015	Nestec Ltd
UNITED STATES	Two-Part Teethable Handle for Infant Pacifiers	Granted	11.03.1999 09/266347		02.05.2000 6056 774	11.03.2019	Nestec Ltd
UNITED STATES	Infant Drinking Cup Which Changes	Granted	30.11.2000 09/727012	30.05.2002 2002/00 62691	04.02.2003 6513 379	30.11.2020	Nestec Ltd
UNITED STATES	Nursing Bottle	Granted	26.06.2002 10/180283	06.02.2003 2003- 0024895	05.08.2003 6601 720	28.09.2020	Nestec Ltd
UNITED STATES	Nursing Bottle	Granted	28.09.2000 09/670903		10.09.2002 6446 822	28.09.2020	Nestec Ltd
UNITED STATES	Drinking Vessel with Adjustable Handles	Granted	20.10.2003 10/689009	17.03.2005 2005- 0056614	27.12.2005 6978 908	15.09.2023	Nestec Ltd
UNITED STATES	Drinking Vessel with Adjustable Handles	Granted	15.09.2003 10/662679	17.03.2005 2005- 0056609	01.11.2005 6959 827	15.09.2023	Nestec Ltd
UNITED STATES	Manual Breast Pump	Granted	23.09.1998 09/159618		28.11.2000 6152 896	16.10.2015	Nestec Ltd/Gerber Baby Care
UNITED STATES	Manual Breast Pump	Granted	08.04.1996 08/629278	01.12.1998 5843029		16.10.2015	Nestec Ltd/Gerber Baby Care
UNITED STATES	Roll-On Body Powder Dispenser	Granted	29.07.2002 10/207482	29.01.2004 2004- 0018039	30.03.2004 6712 539	29.07.2022	Nestec Ltd
UNITED STATES	Method of Mitigating Cradle Cap	Publication	19.09.2003 10/667214	06.05.2004 2004- 0086477		23.09.2022	Nestec Ltd/Novartis AG
UNITED STATES	Breast Pump	Publication	14.12.2005 11/300531	21.09.2006 2006- 0211335		14.12.2025	Nestec Ltd/Novartis AG
UNITED STATES	Cosmeceutical Composition	Filing	27.04.2006 11/912372			27.04.2026	Nestec Ltd/[not available]
UNITED STATES	Drinking Vessel	Publication	13.10.2005 11/249288	22.06.2006 2006- 0131309		13.10.2025	Nestec Ltd/Novartis AG
UNITED STATES	Breast Pump	Filing	26.04.2004 10/831895			26.04.2024	Nestec Ltd

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UTILITY PATENTS							
Country	Title	Current Status	Filing	Publication	Grant	Expiration	Beneficial Owner/ Record Owner (Gerber Products Company unless otherwise noted)
UNITED STATES	Toddler Drinking Cup	Granted	15.11.2002 10/295330	20.05.2004 2004-0094552	31.08.2004 6783 020	15.11.2022	Nestec Ltd
UNITED STATES	Breast Pump	Filing	28.02.2005 60/657021			28.02.2006	Nestec Ltd
UNITED STATES	Spill Resistant Closure	Publication	29.08.2006 11/511844	08.03.2007 2007-0062906		29.08.2026	Nestec Ltd/Novartis AG
VENEZUELA	Breast Pump	Filing	07.01.2005 05 26-			07.01.2025	Nestec Ltd

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