## PATENT ASSIGNMENT

### Electronic Version v1.1
Stylesheet Version v1.1

### Submission Type:
NEW ASSIGNMENT

### Nature of Conveyance:
ASSIGNMENT

### Conveying Party Data

<table>
<thead>
<tr>
<th>Name</th>
<th>Execution Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jean-Luc Colantonio</td>
<td>10/01/2009</td>
</tr>
<tr>
<td>Christian Jarisch</td>
<td>09/21/2009</td>
</tr>
<tr>
<td>Jean-Paul Denisart</td>
<td>10/01/2009</td>
</tr>
</tbody>
</table>

### Receiving Party Data

- **Name:** NESTEC S.A.
- **Street Address:** Avenue Nestle 55
- **City:** 1800 Vevey
- **State/Country:** SWITZERLAND

### Property Numbers Total: 1

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Number</td>
<td>12532114</td>
</tr>
</tbody>
</table>

### Correspondence Data

- **Fax Number:** (212)294-4700
- **Correspondence will be sent via US Mail when the fax attempt is unsuccessful.**
- **Phone:** 2122946635
- **Email:** dkumar@winston.com
- **Correspondent Name:** WINSTON & STRAWN LLP - Allan A. Fanucci
- **Address Line 1:** 1700 K Street N.W.
- **Address Line 4:** Washington, DISTRICT OF COLUMBIA 200063817

### Attorney Docket Number:
88265-8314

### Name of Submitter:
ALLAN A. FANUCCI

Total Attachments: 4
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ASSIGNMENT

WHEREAS, each of

Jean-Luc Colantonio, a citizen of Italy residing at
Route de la Ferme 30, CH-1470, Estavayer-le-lac, Switzerland,

Christian Jarisch, a citizen of Switzerland residing at
Rue de la Fontaine 5, CH-1094, Paudex, Switzerland,

Jean-Paul Denisart, a citizen of France residing at
Ch. de la Jaque 15, CH-1093, La Conversion, Switzerland,

an ASSIGNOR, is an inventor of the invention in CAPSULE WITH FLOW REGULATING
TECHNOLOGY, for which an application for a Patent of the United States, identified by
Winston & Strawn LLP Docket No. 88265-8314:

☐ is executed on even date herewith
☒ was filed on 01-25-2010 as Application No. 12/532,114

WHEREAS, NESTEC S.A., a Swiss corporate body having a place of business at
Avenue Nestlé 55, 1800 Vevey, Switzerland, ASSIGNEE, is desirous of obtaining each
inventor’s entire right, title and interest in, to and under the said invention, the said application
and corresponding applications worldwide.

NOW, THEREFORE, in exchange for good and valuable consideration to each inventor,
the receipt and sufficiency of which is hereby acknowledged, each ASSIGNOR has sold,
assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set
over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire,
worldwide right, title and interest in, to and under the invention, including any United States
provisional or non-provisional application embodying the invention or any other United States
application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted
therefrom, or to any application claiming the benefit of a non-provisional application under 35
U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all
Patents of the United States which may be granted thereon and all reissues and extensions
thereof; and all applications for industrial property protection, including, without limitation, all
applications for patents, utility models, and designs which may hereafter be filed for said
invention in any country or countries other than the United States, together with the right to file
such applications and the right to claim for the same the priority rights derived from said United
States application under the Patent Laws of the United States, the International Convention for
the Protection of Industrial Property, or any other international agreement or the domestic laws of
the country in which any such application is filed, as may be applicable; and all forms of
industrial property protection, including, without limitation, patents, utility models, inventors’
certificates and designs which may be granted for the invention in any country or countries
foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by the ASSIGNEE, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNSOR had this sale and assignment not been made;

And each ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

And each ASSIGNOR hereby covenants and agrees that he or she has the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith;

And each ASSIGNOR hereby further covenants and agrees that he or she will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE or its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

And each ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

In witness whereof, each inventor has affixed his or her signature.

2009-10-04
Date

Jean-Luc Colantonio

On this 1st day of October, 2009, before me appeared Jean-Luc Colantonio, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Witness
On this 21st day of September, 2009, before me appeared Christian Jarisch, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Witness

On this day of , 2009, before me appeared Jean-Paul Denisart, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Witness
Date

Christian Jarisch

On this __________ day of __________________, 2009, before me appeared Christian Jarisch, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Witness

2009 - 10 - 01

Jean-Paul Denisart

Date

On this __________ day of __________, 2009, before me appeared Jean-Paul Denisart, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Witness