# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Frank Krauchi	07/22/2010
Matthieu Ozanne	07/22/2010
Stefan Kaeser	06/04/2010
Rudolf Schenk	06/04/2010
Guido Piai	06/24/2010
Bernhard Kreitmayr	06/08/2010
Dimitar Georgiev	06/09/2010

#### **RECEIVING PARTY DATA**

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

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12747684

# **CORRESPONDENCE DATA**

(212)294-4700 Fax Number:

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:	88265-8362
NAME OF SUBMITTER:	ALLAN A. FANUCCI
	PATENT

501254439 **REEL: 024797 FRAME: 0166** 

# **Total Attachments: 14**

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PATENT REEL: 024797 FRAME: 0167

#### ASSIGNMENT

WHEREAS, each of

Frank Kräuchi, a citizen of Switzerland residing at Rue des Saugettes, CH-1417 Epautheyres, Switzerland,

Matthieu Ozanne, a citizen of France residing at Au Jordil, CH-1846, Chessel, Switzerland

Stefan Kaeser, a citizen of Switzerland residing at Goldernstrasse 6, CH-5000 Aarau, Switzerland,

Rudolf Schenk, a citizen of Switzerland residing at Mühleweg 6, CH-3510 Konolfingen, Switzerland,

Guido Piai, a citizen of Italy residing at Dauthendeystrasse 26, 81377 München, Germany

Bernhard Kreitmayr, a citizen of Germany residing at Wolfsberg 26B, 85276 Pfaffenhofen, Germany,

Dimitar Georgiev, a citizen of Belgium residing at Flaschenträgerstr. 13, 81927 München, Germany,

an ASSIGNOR, is an inventor of the invention in MODULAR MANUFACTURING OF BEVERAGE PRODUCTION MACHINES, for which an application for a Patent of the United States, identified by Winston & Strawn LLP Docket No. 88265-8362:

	is executed on even date herewith	
<u></u>	was filed on 06-11-2010	as Application No. 12/747,684

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

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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 ASSIGNOR 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 as 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 affix	ed his or her signature
July 22 nd 2010	Frank Kräuchi
On this day of Frank Kräuchi, to me known and known foregoing instrument, and acknowledged the	h to me to be the person of that name, who signed the
Date 1 22nd, 2010	Matthieu Ozanne
On this day of day of day of day of foregoing instrument, and acknowledged the	70, 2010, before me appeared on to me to be the person of that name, who signed the same to be his/her free act and deed.  Witness
Date:	St. Co. Warran
Date	Stefan Kaeser
On this day of	, 2010, before me appeared
Stefan Kaeser, to me known and known to foregoing instrument, and acknowledged the	o me to be the person of that name, who signed the ne same to be his/her free act and deed.
	Witness

- 3 -

04. June	Zoho	4 Sdunk
Date	·	Rudolf Schenk
	· <del>•</del> ·	
	owin and known	2010, before me appeared to me to be the person of that name, who signed the same to be his/her free act and deed.
		1. 16
		Witness
	•	
		·
Date		Guido Piai
On this	day of	, 2010, before me appeared
Guido Piai, to me known	and known to m	, 2010, before me appeared ne to be the person of that name, who signed the he same to be his/her free act and deed.  Witness
Guido Piai, to me known	and known to m	ne to be the person of that name, who signed the the same to be his/her free act and deed.
Guido Piai, to me known	and known to m	ne to be the person of that name, who signed the the same to be his/her free act and deed.
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Guido Piai, to me known	and known to m	ne to be the person of that name, who signed the the same to be his/her free act and deed.
Guido Piai, to me known foregoing instrument, and	and known to m	ne to be the person of that name, who signed the the same to be his/her free act and deed.
Guido Piai, to me known	and known to m	when to be the person of that name, who signed the same to be his/her free act and deed.  Witness
Guido Piai, to me known foregoing instrument, and	and known to m adknowledged t	the to be the person of that name, who signed the the same to be his/her free act and deed.  Witness  Bernhard Kreitmayr
Guido Piai, to me known foregoing instrument, and  Date  On this  Bernhard Kreitmayr, to	and known to me adknowledged to the adknowledg	when to be the person of that name, who signed the same to be his/her free act and deed.  Witness

- 4 -

#### ASSIGNMENT

WHEREAS, each of

Frank Kräuchi, a citizen of Switzerland residing at Rue des Saugettes, CH-1417 Epautheyres, Switzerland,

Matthieu Ozaune, a citizen of France residing at Au Jordil, CH-1846, Chessel, Switzerland

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Rudolf Schenk, a citizen of Switzerland residing at Mühleweg 6, CH-3510 Konolfingen, Switzerland,

Guido Piai, a citizen of Italy residing at Dauthendeystrasse 26, 81377 München, Germany

Bernhard Kneitmayr, a citizen of Germany residing at Wolfsberg 26B, 85276 Pfaffenhofen, Germany,

Dimitar Georgiev, a citizen of Belgiam residing at Flaschenträgerstr. 13, 81927 München, Germany,

an ASSIGNOR, is an inventor of the invention in MODULAR MANUFACTURING OF BEVERAGE PRODUCTION MACHINES, for which an application for a Patent of the United States, identified by Winston & Strawn LLP Docket No. 88265-8362:

	is executed on even date herewith	
$\overline{\mathbb{Z}}$	was filed on 06-11-2010	_ as Application No. 12/747,684

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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

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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 ASSIGNOR 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 as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

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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.

•	-		
Date		Frank Kräuchi	
Frank Kräuchi, to me known		, 2010, before me appeared n to me to be the person of that name, who signed the he same to be his/her free act and deed.	
		Witness	
Date  On this	n and knov	Matthieu Ozanne  , 2010, before me appeared who to me to be the person of that name, who signed the same to be his/her free act and deed.	
		Witness WAGNIAUX	
Date	· · ·	Stefan Kaeser	
Stefan Kaeser, to me known an	d known t	, 2010, before me appeared to me to be the person of that name, who signed the he same to be his/her free act and deed.	
		Witness	

Date	•	Rudolf Schenk
On this	day of	, 2010, before me appeared
		to me to be the person of that name, who signed the the same to be his/her free act and deed.
		Witness
24.6.2010		Cycles Piec
24.6.2010 Date		Guido Piai
		Witness
Date	<del></del>	Bernhard Kreitmayr
On this	day of	, 2010, before me appeared
		known to me to be the person of that name, who sign ged the same to be his/her free act and deed.
	·	Witness

9.06.2010	Dimitor	Seorgian		
Date	Dimitar Georgi	Dimitar Georgiev		
-				
On this <u>09</u>	day of	, 2010, before me appeared		
Dimitar Georgiev, to me	known and known to me to be the p	person of that name, who signed the		
foregoing instrument, and	acknowledged the same to be his/h	er free act and effect.		
	Gerd læner	! All tex		
	Witness			

#### ASSIGNMENT

WHEREAS, each of

Frank Kräudhi, a citizen of Switzerland residing at Rue des Saugettes, CH-1417 Epautheyres, Switzerland,

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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.

Date	<del></del>	Frank Kräuchi		
On this Frank Kräuchi, to n foregoing instrument,	ne known and know	, 2010, before me appeared n to me to be the person of that name, who signed the same to be his/her free act and deed.		
		Witness		
Date	<del></del>	Matthieu Ozanne		
	me known and know	, 2010, before me appeared wn to me to be the person of that name, who signed the same to be his/her free act and deed.		
		Witness		
04 June 2	210	Stefan Kaeser		
Date .				
Stefan Kaeser, to me	known and known t	, 2010, before me appeared to me to be the person of that name, who signed the he same to be his/her free act and deed.		

Date	Rudolf Schenk
Rudolf Schenk, to me known a	day of, 2010, before me appear d known to me to be the person of that name, who signed
oregoing instrument, and acknowledge	wledged the same to be his/her free act and deed.
	Witness
·	
•	
<del></del>	
Date	Guido Piai
On this	day of, 2010, before me appear
Guido Piai, to me known and k	own to me to be the person of that name, who signed the wledged the same to be his/her free act and deed.
·	Witness
09.01.2010	Beahard Use: Lay
Date	Bernhard Kreitmayr
	7
On this	day of, 2010, before me appear
Bernhard Kreitmayr, to me ki	day of, 2010, before me appear own and known to me to be the person of that name, who knowledged the same to be his/her free act and deed.

3.06.2010		Dimid	tur S	<b>्ट्र</b>	·
Date		Dimitar Ge	orgiev	D	
		. •			
On this <u>09</u>	day of _	Tuni	, 20	10, before	me appeared
Dimitar Georgiev, to me l foregoing instrument, and	known and kn	own to me to be			
loregoing instrument, and	acknowledged			act and age	
		Gerd Lay	nert	4/11/	

**RECORDED: 08/05/2010**