

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marcel Braun	03/27/2009
RECEIVING PARTY DATA	
Name:	NESTEC S.A.
Street Address:	Avenue Nestle 55
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State/Country:	SWITZERLAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12446571
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ATTORNEY DOCKET NUMBER:	88265-8020
NAME OF SUBMITTER:	ALLAN A. FANUCCI
Total Attachments: 3 source=88265-8020-Executed Assignment#page1.tif source=88265-8020-Executed Assignment#page2.tif source=88265-8020-Executed Assignment#page3.tif	

CH \$40.00 12446571

ASSIGNMENT

WHEREAS,

Marcel BRAUN, a citizen of Switzerland, residing at
Buchwaldstrasse 4, CH-3510 Konolfingen, Switzerland;

ASSIGNOR, is an inventor of the invention in **TASTE AND FLAVOR MODULATION BY BIOTRANSFORMATION IN MILK PRODUCTS**, for which a United States patent application, identified by WINSTON & STRAWN LLP Docket No. **88265-8020**:

- ☐ is executed on even date herewith
☒ was filed on 04-21-2009 as Application No. 12/446,571.

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 the 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 the inventor, the receipt and sufficiency of which is hereby acknowledged, the 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 right, title and interest in, to and under the invention, and 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 ASSIGNOR had this sale and assignment not been made;

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

And the 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, the inventor has affixed his signature.

27.03.2009
Date

Marcel BRAUN
Marcel BRAUN

STATE OF)
COUNTY OF)

On this Fri day of March, 27th, 2009, before me, a Notary Public, personally appeared **Marcel BRAUN**, 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.



Notary Public

My Commission Expires

Legalization

Adrian Zimmermann

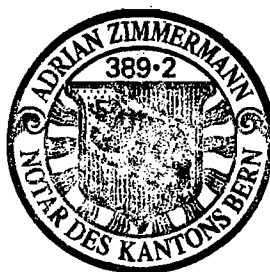
registered in the register of notaries public of the Canton of Berne, Switzerland, with offices at Konolfingen, Walkringen and Muri b. Bern

certifies:

The foregoing signature "MBraun" was written in his own hand by Mr. Marcel Braun, born 22.05.1955, married, from Winterthur, Senior Research-Scientist, Buchwaldstrasse 4, CH-3510 Konolfingen. Mr. Marcel Braun is known to the notary personally.

Certified at the office of the notary public on the twenty-seventh March two thousand and nine.

27th March 2009



The notary public:

A handwritten signature, likely of the notary public, written in black ink. The signature is stylized and appears to be a combination of letters, possibly "M" and "Z".