

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Michael A. Hayes	12/17/2003
David A. Hester	12/17/2003
Jon W. Shaw	12/17/2003
Martin E. Colston	12/17/2003
Geoffrey Fumeaux	12/17/2003
Elizabeth C. Charman	12/17/2003
Glenn Harrison	12/17/2003
John C. Cooke	12/17/2003
David Hay	12/17/2003
Michael Wright	12/17/2003

RECEIVING PARTY DATA

Name:	Mars, Incorporated
Street Address:	6885 Elm Street
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22101-3883

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	11697115
Application Number:	12762077

CORRESPONDENCE DATA

Fax Number: (713)651-5246

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

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Email: jksimpson@fulbright.com

Correspondent Name: Jan K. Simpson/Fulbright & Jaworski

501377201

PATENT
REEL: 025496 FRAME: 0545

OP \$80.00 11697115

Address Line 1:	1301 McKinney
Address Line 2:	Suite 5100
Address Line 4:	Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:	HO-P02879US1/US2
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NAME OF SUBMITTER:	Jan K. Simpson
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Total Attachments: 6 source=11697115#page1.tif source=11697115#page2.tif source=11697115#page3.tif source=11697115#page4.tif source=11697115#page5.tif source=11697115#page6.tif
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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Michael A. Hayes; David A. Hester; Jon W. Shaw; Martin E. Colston; Geoffrey Furneaux; Elizabeth C. Charman; Glenn Harrison; John C. Cooke; David Hay; and Michael Wright (hereinafter referred to as Assignors), residing at 4 Paddock View, Broadmoor Road, Waltham St. Lawrence, Berkshire, RG10 0RF, UNITED KINGDOM; Cherry Cottage, Holdrop Hill, Headley, Thatcham, Berkshire, RG19 8LJ, UNITED KINGDOM; Ashdeane, Oakley Lane, Oakley, Hampshire, RG23 7JT, UNITED KINGDOM; 140 Craven Road, Newbury, Berkshire, RG14 5NR, UNITED KINGDOM; 20 Hazelcombe, Waltham Road, Overton, Hampshire, RG25 3NX, UNITED KINGDOM; 39 Downspark Crescent, Eling, Totton, Southampton, SO4 9GR, UNITED KINGDOM; 188 Maytree Close, Badger Farm, Winchester, SO22 4JF, UNITED KINGDOM; 30 Salisbury Road, Farnborough, Hampshire, GU14 7AL, UNITED KINGDOM; 6 Weybrook Courtove, Sherbourne St. John, Basingstoke, Hampshire, RG24 9LG, UNITED KINGDOM; and 66 Anstey Road, Flat 2, Alton, Hampshire, GU34 2RF, UNITED KINGDOM, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in METHODS, CAPSULE AND APPARATUSES FOR THE PRODUCTION OF FOAMED DRINKS, set forth in a Patent application for Letters Patent of the United States, already filed on 26 April 2002 as PCT/GB02/01945; and

WHEREAS, MARS INCORPORATED, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 6885 Elm Street, McLean, Virginia 22101-3883 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any

division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 26271

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

6th Nov 03
Date

Michael A. Hayes
Michael A. Hayes

Date

David A. Hester

4-12-03
Date

Jon W. Shaw
Jon W. Shaw

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Michael A. Hayes
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17 DEC. 2003
Date

David A. Hester
David A. Hester

4.12.03.
Date

Jon W. Shaw
Jon W. Shaw

15.12.03

Date



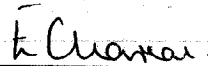
Martin E. Colston

Date

Geoffrey Furneaux

5/12/03

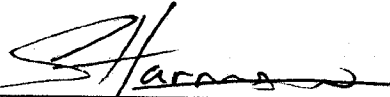
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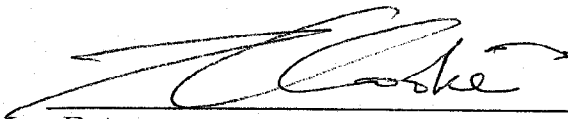
Elizabeth C. Charman

10/12/03.

Date



Glenn Harrison



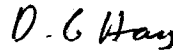
Date

5/12/03

John C. Cooke

5/12/03

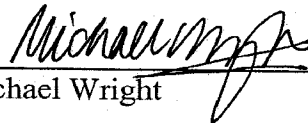
Date



David Hay

05/12/03

Date




Michael Wright

Date

Martin E. Colston

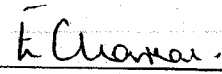
11.12.03

Date


Geoffrey Farnaux

5/12/03

Date


Elizabeth C. Charman

Date

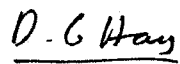
Glenn Harrison


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