

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James Tuot	04/20/2011
Winnie Octavia	04/21/2011
Alexander A. Sher	04/21/2011
RECEIVING PARTY DATA	
Name:	Nestec S.A.
Street Address:	Avenue Nestle 55
City:	Vevey
State/Country:	SWITZERLAND
Postal Code:	CH-1800
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13126393
CORRESPONDENCE DATA	
Fax Number:	(312)827-8185
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3128074204
Email:	chicago.patents@klgates.com
Correspondent Name:	K&L Gates LLP
Address Line 1:	P.O. Box 1135
Address Line 4:	Chicago, ILLINOIS 60690-1135
ATTORNEY DOCKET NUMBER:	3712036-01266
NAME OF SUBMITTER:	Robert M. Barrett
Total Attachments: 4 source=1266assignment#page1.tif source=1266assignment#page2.tif source=1266assignment#page3.tif source=1266assignment#page4.tif	

CH \$40.00 13126393

501555532

PATENT  
 REEL: 026394 FRAME: 0957

**ASSIGNMENT**

WHEREAS, the undersigned, to wit: James Tuot, Winnie Octavia and Alexander A. Sher (hereinafter "ASSIGNORS"), are the lawful owners of an invention known as Docket No. 3712036-1266 and entitled: OIL-FREE SHELF STABLE LIQUID CREAMERS, on which a patent application of the United States is executed of even date herewith and is about to be filed in the United States Patent and Trademark Office;

AND WHEREAS, NESTEC S.A. (hereinafter "ASSIGNEE"), a corporation duly organized and existing under the laws of Switzerland and having its principal office and place of business at Avenue Nestle 55, CH-1800 Vevey, Switzerland, desires to acquire the entire right, title, and interest therein;

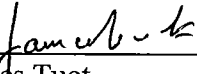
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNORS do hereby sell, assign, and transfer, and hereby set over unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest to said invention in the United States of America and all foreign countries, including, without limitation, said invention as described in the aforesaid application, to be held and enjoyed by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said ASSIGNORS had this assignment and sale not been made, including, without limitation, all rights to the aforesaid application and to any United States Letters Patent therefor, when issued together with all improvements thereon and betterments thereof, all related applications including, but not limited to, divisions, continuations, continuations-in-part, reissues and reexaminations thereof and substitutions of or for said application, and all foreign rights including the right to make application for Letters Patent for said inventions in any and all foreign countries and the right to claim priority as to the filing date under the International Convention on the basis for the aforesaid application for United States Letters Patent; and ASSIGNORS hereby authorize and request the Commissioner of Patents to issue all Letters Patent issuing therefrom to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNORS hereby agree to execute any papers, provide any information and testify in any interference or litigation at the request of ASSIGNEE, its successors, assigns and legal representatives, when deemed essential to ASSIGNEE's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to such invention and rights hereby transferred.

ASSIGNORS furthermore agree upon request of said ASSIGNEE, its successors, assigns and legal representatives, and without further remuneration, to execute any and all papers desired by said ASSIGNEE, its successors, assigns and legal representatives, for the filing and granting of foreign applications and the perfecting of title thereto in said ASSIGNEE, its successors, assigns and legal representatives.

Signature

Date Signed

  
Name: James Tuot

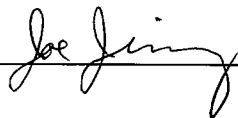
20 April 2011

Address: ~~8530 Stonechat Loop~~ 8810 Marlamoore Lane  
~~Dublin, Ohio 43017~~ West Palm Beach, FL 33412

Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

Signature

Date Signed



04/20/2011

Signature



Date Signed

April 21, 2011

Name: Winnie Octavia

Address: 80 Trotters Circle 351 Linwood St.  
Delaware, Ohio 43015 Delaware, OH 43015



Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

Signature



Date Signed

04/21/2011

Signature



Name: Alexander A. Sher

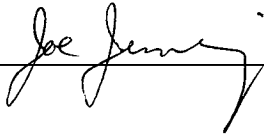
Address: 6101 Wynford Drive  
Dublin, Ohio 43017

Date Signed

April 21, 2011

Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

Signature



Date Signed

04/21/2011