

07/29/2011

Form PTO-1595 (Rev. 03-11)  
OMB No. 0651-0027 (exp. 03/31/2012)

103629905

## PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

## 1. Name of conveying party(ies)

Dwight E. Howdeshell II; Frank J. Weber

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 8/24/2010; 8/19/2010

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Name: Nestec S.A.

Internal Address: \_\_\_\_\_

Street Address: Avenue Nestle 55

City: Vevey

State: \_\_\_\_\_

Country: Switzerland

Zip: CH-1800

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

12/735669

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address to whom correspondence concerning document should be mailed:

Name: Tina Marlow

Internal Address: Nestle Purina Petcare Global Resources

Street Address: Checkerboard Square 11T

City: St. Louis

State: MO Zip: 63164

Phone Number: 314-982-1047

Fax Number: 314-982-1613

Email Address: Tina.Marlow@purina.nestle.com

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$40

- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

## 8. Payment Information

Atty Ref 8606-USPT

Deposit Account Number 50-4498

07/29/2011 H10N11 00000037 504498 12735669

Authorized User Name Tina Marlow

## 9. Signature:

Signature

Date

Tina Marlow

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450PATENT  
REEL: 026682 FRAME: 0780

## ASSIGNMENT

**WHEREAS**, WE, Dwight E. Howdeshell II, 11 Jeremy Court, Arnold, MO 63010 USA and Frank J. Weber, 2689 Willow Run Court, St. Louis, MO 63129 USA, have discovered or invented an invention or inventions entitled "Cutting Blades and Assemblies" described in U.S. Provisional Patent Applications No. 61/063,920 filed 7 February 2008 and No. 61/063,919 filed 7 February 2008 and PCT Application No. PCT/US2009/000742 filed 5 February 2009, hereinafter the "invention"); and

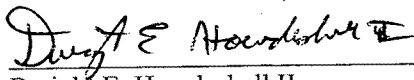
**WHEREAS**, Nestec S.A., a Swiss corporation having an office at Avenue Nestlé 55, Vevey, CH-1800, Switzerland (hereinafter "Nestec"), wants to acquire the entire right, title, and interest in and to said Invention and any and all patents to be obtained therefor.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we do hereby sell, assign, and transfer to Nestec, its successors and assigns, the entire right, title, and interest in and to said Invention in any form or embodiment thereof, and in and to the aforesaid application; and in and to any applications filed in any country based thereon, including the right to file US and foreign applications under the provisions of any applicable conventions, treaties, statutes or regulations; also any improvements on said Invention now or hereafter made by us; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said Invention or improvements thereon, and any divisional, continuation, continuation-in-part, or substitute applications that may be filed upon said Invention or improvements thereon in this or any foreign country, as well as the right to claim any applicable priority rights arising from said applications under the terms of any applicable conventions, treaties, statutes or regulations; and we hereby authorize and request the issuing authority to issue any and all patents on said application or applications to Nestec, as assignee of the entire interest.

We further agree, without any payment by Nestec other than actual expenses incurred, to communicate to Nestec, its representatives or agents, any fact relating to said Invention or improvements thereon, including evidence for ex parte or inter partes legal proceedings, whenever requested; furnish to Nestec any data, information, exhibits, memoranda, or other evidence in our possession relating to said Invention or improvements thereon; testify in any ex parte or inter partes legal proceedings whenever requested; and execute and deliver, upon request, all lawful papers required to make any of the foregoing provisions effective.

This Assignment shall be deemed to have been made in and construed in accordance with the laws of Switzerland, excluding any choice of law rules that may direct the application of the laws of any other jurisdiction.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on the date set after my signature.

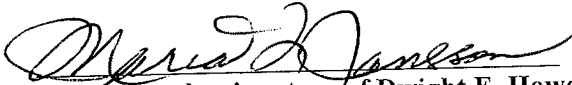
  
Dwight E. Howdeshell II

8-24-10

Date

WITNESS

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.

  
Witness to the signature of Dwight E. Howdeshell II

8-24-2010

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on the date set after my signature.

Frank J. Weber 8/19/2010  
Frank J. Weber Date

WITNESS

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.

David Marlow  
Witness to the signature of Frank J. Weber  
8/19/2010  
Date