

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kraft Foods, Inc.	01/25/2000
RECEIVING PARTY DATA	
Name:	Kraft Foods Holdings, Inc.
Street Address:	Three Lakes Drive
City:	Northfield
State/Country:	ILLINOIS
Postal Code:	60093
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09859173
CORRESPONDENCE DATA	
Fax Number:	(312)277-2397
Phone:	312-577-7000
Email:	jpalom@fitcheven.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Fitch, Even, Tabin & Flannery
Address Line 1:	120 S. LaSalle Street
Address Line 2:	Suite 1600
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	1410-71376-US
NAME OF SUBMITTER:	Joseph E. Shipley
Total Attachments: 6 source=71376Assignment_Agreement#page1.tif source=71376Assignment_Agreement#page2.tif source=71376Assignment_Agreement#page3.tif source=71376Assignment_Agreement#page4.tif source=71376Assignment_Agreement#page5.tif source=71376Assignment_Agreement#page6.tif	

CH \$40.00 09859173

ASSIGNMENT AGREEMENT

IN CONSIDERATION of the issuance of capital stock by KRAFT FOODS HOLDINGS, INC. ("HOLDINGS") to KRAFT FOODS, INC. ("KRAFT"), the promises and obligations as set forth herein and associated herewith, and other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, KRAFT assigns its intellectual property rights to HOLDINGS as follows:

1. GRANT

KRAFT hereby sells, assigns and otherwise transfers to HOLDINGS all presently owned United States and foreign intellectual property rights that KRAFT currently owns, including, but not limited to, all patents, patent applications, inventions, industrial models, mask works, designs, trade secrets, knowhow, formulae, methods, specifications, proprietary rights which are not trade secrets, trademarks, service marks, trade names, trade dress, copyrights, (collectively "Intellectual Property") and the right to sue and recover past and present legal and equitable remedies for infringements of the Intellectual Property. Intellectual Property includes but is not limited to the following:

A. Patent Rights

All Patent Rights presently owned by KRAFT, including the right to sue and recover for past infringements of the Patent Rights. Patent Rights shall include, but are not limited to, the patent assets listed on Schedule A, appended hereto, all United States and foreign utility, design, plant, divisional and reissue patent registrations and applications, inventors' certificates, industrial models, mask works, inventions and improvements.

[REDACTED]

[REDACTED]

2. AFTER-ACQUIRED RIGHTS

KRAFT hereby automatically and immediately assigns and transfers to HOLDINGS all Intellectual Property acquired by KRAFT after the date of this Assignment, including without limitation Patent Rights, Trademark Rights, Copyright Rights, Trade Secret Rights and Proprietary Rights, (collectively "After-Acquired Rights"). For all After-Acquired Rights which are not at this time assignable, KRAFT agrees to assign such rights to HOLDINGS when they become assignable.

[REDACTED]

[REDACTED]

4. COOPERATION

KRAFT shall cooperate with HOLDINGS to the fullest extent reasonably possible to secure all of HOLDINGS' rights and remedies to and in the Intellectual Property. Cooperation by KRAFT shall include, but not be limited to the following, all of which shall be taken at KRAFT's sole cost and expense unless otherwise stated or agreed by KRAFT and HOLDINGS:

- A. Take all actions, including executing and delivering documents, as HOLDINGS may reasonably request in furtherance of:
 - 1) vesting in HOLDINGS all right, title and interest in the Intellectual Property;
 - 2) policing, suing and recovering for damages allowed by the Intellectual Property; and
 - 3) recording HOLDINGS' ownership of the Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, and any other state or foreign governmental agency that HOLDINGS may reasonably require.
- B. Execute any and all powers of attorney, assignments, declarations, affidavits, applications and any other papers in connection therewith necessary to perfect and record all right, title and interest to the Intellectual Property in HOLDINGS.

5. EFFECTIVE DATE

This assignment is made and entered into as of December 26, 1999.

[REDACTED]

[REDACTED]

8. **BINDING EFFECT**

This Assignment shall be binding on and inure to the benefit of the parties' successors in interest, assigns and legal representatives.

KRAFT FOODS, INC.

By: *Robert L. Herst*
Name: ROBERT L. HERST
Its: ASSISTANT SECRETARY
Date: 1/25/00

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 25th day of January, 2000, before me, a Notary Public in and for the County and State aforesaid, appeared ROBERT L. HERST, to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed.

WITNESS my hand and seal on this January 25, 2000.

Notary Public *Sandra J. Storto*



Acknowledged and Accepted:

KRAFT FOODS HOLDINGS, INC.

By: *Jacqueline A. Leimer*

Name: JACQUELINE A. LEIMER

As: ASSISTANT SECRETARY

Date: 1/25, 2000

STATE OF ILLINOIS

)

SS

COUNTY OF COOK

)

On this 25th day of January, 2000, before me, a Notary Public in and for the County and State aforesaid, appeared JACQUELINE A. LEIMER, to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed.

WITNESS my hand and seal on this January 25, 2000.

Notary Public *Sandra J. Storto*

