

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Thierry Beressey</td> <td>11/29/2012</td> </tr> <tr> <td>Massoud Mansouri</td> <td>11/13/2012</td> </tr> <tr> <td>Nicholas Louis Rozzi</td> <td>11/13/2012</td> </tr> </tbody> </table>		Name	Execution Date	Thierry Beressey	11/29/2012	Massoud Mansouri	11/13/2012	Nicholas Louis Rozzi	11/13/2012		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Godiva Chocolatier, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>333 West 34th Street</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10001</td> </tr> </table>		Name:	Godiva Chocolatier, Inc.	Street Address:	333 West 34th Street	City:	New York	State/Country:	NEW YORK	Postal Code:	10001
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>29439768</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29439768						
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CORRESPONDENCE DATA											
Fax Number: <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 908-277-3333 Email: mnardone@wardzinna.com Correspondent Name: Ward & Zinna, LLC Address Line 1: SUITE 300 Address Line 2: 382 SPRINGFIELD AVENUE Address Line 4: SUMMIT, NEW JERSEY 07901											
ATTORNEY DOCKET NUMBER:	366-015										
NAME OF SUBMITTER:	Hanna Bondarik Mosolygo										
Total Attachments: 8 source=Assignment#page1.tif											

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## ASSIGNMENT

This ASSIGNMENT is made and entered into as of this 13 day of Nov, 2012 ("Effective Date"), by and between **Thierry Beressey**, an individual with a residential address at rue de la Place 2, B-5650 Yves-Gomezée, Belgium, **Massoud Mansouri**, an individual with a residential address at 34 Lisa Drive, Dix Hills, New York 11746, **Nicholas Louis Rozzi**, an individual with a residential address at 311 Woodbridge Lane, Douglassville, Pennsylvania 19518 ("ASSIGNORS") and **Godiva Chocolatier, Inc.**, a New Jersey corporation with an address at 333 West 34th Street, New York, New York 10001 ("ASSIGNEE").

WHEREAS, ASSIGNORS are owners of the entire right, title, and interest in, and to and under the United States patent applications identified and set forth on the attached Schedule A; and

WHEREAS, ASSIGNEE wishes to acquire and ASSIGNORS wish to assign all right, title, and interest in and to the patent applications.

NOW, THEREFORE, for and in consideration of said agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assign, the entire right, title and interest in, to and under the said United States applications and all divisions, renewals and continuations 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 inventions in any country or countries foreign to 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 said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, including the right to pursue damages, injunctive relief, and other remedies for past, current and future infringement;

ASSIGNORS authorize and request the Commissioner of Patents and Trademarks to record ASSIGNEE as the owner of the patent applications identified and set forth in the attached Schedule A, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to ASSIGNEE, as assignee of the entire right, title, and interest in, and to and under the same, for the sole use and enjoyment of ASSIGNEE its successors, assigns or other legal representatives.

ASSIGNORS hereby represent and warrant that, as of the Effective Date, their right, title, and interest in and to the patent applications set forth in Schedule A is free and clear of any liens

**JOINT**

and encumbrances, that they have full right to assign all of their interests therein, and that they have not executed and will not execute any agreement or other instrument in conflict herewith.

ASSIGNORS and ASSIGNEE shall use their respective commercially reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper, or advisable under the applicable laws and regulations to consummate and make effective the assignment contemplated by this Assignment. If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this Assignment, the parties hereto shall take or cause to be taken all such necessary action, including without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other party for such purposes or otherwise to consummate and make effective this Assignment, such documents including but not limited to the provision of copies of records and documents in ASSIGNORS' possession or under their control, such as those required to fill in gaps in the chain of title, dockets, information regarding local prosecuting counsel, and copies of notices received from outside counsel and registry officials; provided that to the extent not required hereunder, the cost of such action or of such instruments and documents related thereto shall be borne by the party requesting them.

This ASSIGNMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN TESTIMONY WHEREOF**, I hereunto set my hand the day and year set opposite my signature.

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Thierry Beressey**

STATE OF )

) ss:

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

JOINT

Date 11/13/12

Signature

Massoud Mansouri

STATE OF New York

) ss:

COUNTY OF New York

On this 13 day of November, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared Massoud Mansouri, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Megan Goodwin  
Notary Public

MEGAN GOODWIN  
Notary Public, State of New York  
No. 01GO6174495  
Qualified in New York County  
Commission Expires Sept. 24, ~~2011~~ 2015  
m.c.

Date 11/13/12

Signature

Nicholas Louis Rozzi

STATE OF New York

) ss:

COUNTY OF New York

On this 13 day of November, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared Nicholas Louis Rozzi, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Megan Goodwin  
Notary Public

MEGAN GOODWIN  
Notary Public, State of New York  
No. 01GO6174495  
Qualified in New York County  
Commission Expires Sept. 24, ~~2011~~ 2015  
m.c.

JOINT

Schedule A  
UNITED STATES PATENT APPLICATION

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
366-015	TBD	TBD	CONFECTION

**JOINT**

**ASSIGNMENT**

This ASSIGNMENT is made and entered into as of this 29 day of November, 2012 ("Effective Date"), by and between **Thierry Beressy**, an individual with a residential address at rue de la Place 2, B-5650 Yves-Gomezée, Belgium, **Massoud Mansouri**, an individual with a residential address at 34 Lisa Drive, Dix Hills, New York 11746, **Nicholas Louis Rozzi**, an individual with a residential address at 311 Woodbridge Lane, Douglassville, Pennsylvania 19518 ("ASSIGNORS") and **Godiva Chocolatier, Inc.** a New Jersey corporation with an address at 333 West 34th Street, New York, New York 10001 ("ASSIGNEE").

WHEREAS, ASSIGNORS are owners of the entire right, title, and interest in, and to and under the United States patent applications identified and set forth on the attached Schedule A;  
and

WHEREAS, ASSIGNEE wishes to acquire and ASSIGNORS wish to assign all right, title, and interest in and to the patent applications.

NOW, THEREFORE, for and in consideration of said agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assign, the entire right, title and interest in, to and under the said United States applications and all divisions, renewals and continuations 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 inventions in any country or countries foreign to 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 said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, including the right to pursue damages, injunctive relief, and other remedies for past, current and future infringement;

ASSIGNORS authorize and request the Commissioner of Patents and Trademarks to record ASSIGNEE as the owner of the patent applications identified and set forth in the attached Schedule A, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to ASSIGNEE, as assignee of the entire right, title, and interest in, and to and under the same, for the sole use and enjoyment of ASSIGNEE its successors, assigns or other legal representatives.

**JOINT**

ASSIGNORS hereby represent and warrant that, as of the Effective Date, their right, title, and interest in and to the patent applications set forth in Schedule A is free and clear of any liens and encumbrances, that they have full right to assign all of their interests therein, and that they have not executed and will not execute any agreement or other instrument in conflict herewith.

ASSIGNORS and ASSIGNEE shall use their respective commercially reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper, or advisable under the applicable laws and regulations to consummate and make effective the assignment contemplated by this Assignment. If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this Assignment, the parties hereto shall take or cause to be taken all such necessary action, including without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other party for such purposes or otherwise to consummate and make effective this Assignment, such documents including but not limited to the provision of copies of records and documents in ASSIGNORS' possession or under their control, such as those required to fill in gaps in the chain of title, dockets, information regarding local prosecuting counsel, and copies of notices received from outside counsel and registry officials; provided that to the extent not required hereunder, the cost of such action or of such instruments and documents related thereto shall be borne by the party requesting them.

This ASSIGNMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN TESTIMONY WHEREOF**, I hereunto set my hand the day and year set opposite my signature.

The undersigned, Paul J. MASELIS  
Notary public at Schaerbeek-  
Brussels, hereby certifies that this

Date 27/11/2012 (there) is(are) the true signature(s) of Signature \_\_\_\_\_

STATE OF )

Thierry Mathias BERESSY Thierry Beressy  
Schaerbeek 29/11/2012

) ss:

COUNTY OF )

On this 29 day of November 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared Thierry BERESSY, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public



**PAUL J. MASELIS**  
NOTAIRE - NOTARIS  
Bld Lambermontlaan, 336  
BRUXELLES 1030 BRUSSEL  
T 02 215 14 03  
FAX 32/215 53 97

This legalisation refers only to the signature. The Notary assumes no responsibility as to the content of the document.

**PATENT**

**REEL: 029471 FRAME: 0897**



**JOINT**

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Massoud Mansouri**

STATE OF     )  
                  ) ss:  
COUNTY OF   )

On this \_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Nicholas Louis Rozzi**

STATE OF     )  
                  ) ss:  
COUNTY OF   )

On this \_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

**JOINT**

**Schedule A  
UNITED STATES PATENT APPLICATION**

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
366-015	TBD	TBD	CONFECTION