

## PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rychiger AG	01/13/2013
RECEIVING PARTY DATA	
Name:	Nestec S. A.
Street Address:	Av. Nestle 55
City:	Vevey
State/Country:	SWITZERLAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12863559
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ATTORNEY DOCKET NUMBER:	2360-0554PUS1
NAME OF SUBMITTER:	Crystal L. White
Total Attachments: 2 source=2360-0554PUS1-Assignment#page1.tif source=2360-0554PUS1-Assignment#page2.tif	

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**ASSIGNMENT**

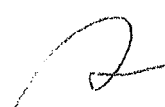
WHEREAS, Rychiger AG (hereinafter Assignor), a corporation organized and existing under and by virtue of the laws of Switzerland, having an office at Alte Bernstrasse 135, CH-3613 Steffisburg, is the owner of the entire right, title and interest in and to the following listed Patent Application in the United States by previous assignment;

U.S. Application No. 12/863,559, filed August 20, 2010

WHEREAS, Nestec S. A. (a Swiss Corporation) (hereinafter Assignee), a corporation organized and existing under and by virtue of the laws of Switzerland, having an office at Av. Nestlé 55, 1800 Vevey, is desirous of acquiring the entire right, title and interest in and to the invention(s) described and claimed in said Letters Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, said Assignor has sold, assigned and transferred and does hereby sell, assign and transfer unto said Assignee, its successors and assigns, its entire undivided right, title and interest in and to the said Letters Patent(s) and the invention(s) therein contained, including the right to sue for past infringement, to be held and enjoyed by said Assignee, its successors and assigns, the same as it would have been held and enjoyed by said Assignor if this assignment and sale had not been made.

Said Assignor hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interest granted herein and that said Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and said Assignor binds itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to said Assignee, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by said Assignee, its



successors and assigns, to file applications for improvements and inventions in any country where it may elect to file such applications, and that may be necessary to vest in said Assignee, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

AND, said Assignor further covenants and agrees, in consideration of the premises, that it, its executors and administrators, will, at any time upon request, communicate to said Assignee, its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any interference or other proceeding when requested to do so by said Assignee, its successors and assigns.

The undersigned hereby grants the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, said Assignor has hereunto set its seal this 18 day of

January, 2013

Rychiger AG,

By:

Axel Föhrer

Title:

Managing Director