PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY	DATA			
N		Name	Execution Date	
Thierry Beressey			02/28/2013	
Willy De Boeck			02/28/2013	
Nicholas Louis Rozzi			01/16/2013	
RECEIVING PARTY D	ΑΤΑ			
Name: Godiva Chocolatier, Inc.				
Street Address:				
City:	New York			
State/Country: NEW YORK				
Postal Code: 10001				
PROPERTY NUMBER	RS Total: 1			
Droporty Type				
Dranarty T		Number		307
Property Ty		Number		376807 [.]
Property Ty Application Number:		Number 68071		13768071
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Application Number: CORRESPONDENCE Fax Number: <i>Correspondence will E</i> Email: Correspondent Name: Address Line 1: Address Line 4:	DATA De sent via US Mai hmosolygo@ Hanna Bonc 382 Springfi Summit, NE	68071 <i>when the fax attempt is unsuccessful.</i> wardzinna.com, mnardone@wardzinna.com arik Mosoylgo eld Ave. W JERSEY 07901		\$40.00
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ASSIGNMENT

WHEREAS, ASSIGNOR agrees to transfer, sell and assign to ASSIGNEE his entire right, title and interest in the United States patent applications identified and set forth on the attached Schedule A.

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 ASSIGNOR, has sold, assigned, transferred and set over, and by these presents does hereby sells, assigns, transfers and sets over, unto the said ASSIGNEE, its successors, legal representatives and assign, his 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 application 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;

ASSIGNOR authorizes and requests 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.

ASSIGNOR hereby represents and warrants that, as of the Effective Date, his 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 he has full right to assign all of his interests therein, and that he has not executed and will not execute any agreement or other instrument in conflict herewith.

ASSIGNOR 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 ASSIGNOR'S possession or under his 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.

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

Date <u>far 16, 2017</u> STATE OF) fennsylvania) ss: COUNTY OF) Berks

Signature <u>Nuchach</u> C Nicholas Louis Rozzi

On this 16 day of January , 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared <u>Nicholos Louis hozzi</u>, 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 M. Stephens

COMMONWEALTH OF PENNSYLVANIA Notarial Seal Christine M. Stephens, Notary Public Spring Twp., Berks County My Commission Expires April 4, 2013 Member, Pennsylvania Association of Notaries

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Schedule A

UNITED STATES PATENT APPLICATIONS

<u>Docket No.</u> 366-023 Filing Date TBD

Application No.

TBD

<u>Title</u> SYSTEM, METHOD AND APPARATUS FOR DESTACKING STACKED ARTICLES

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ASSIGNMENT

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This ASSIGNMENT is made and entered into as of this 28 day of February, 2013 ("Effective Date"), by and between Thierry BERESSY, with an address at 'rue de la Place, 2 – B-5650 Yves-Gomezée – Belgium' ("ASSIGNOR") and Godiva Chocolatier, Inc., a New Jersey corporation with an address at 333 West 34th Street, New York, New York 10001 ("ASSIGNEE").

WHEREAS, ASSIGNOR agrees to transfer, sell and assign to ASSIGNEE his entire right, title and interest in the United States patent applications identified and set forth on the attached Schedule A.

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 ASSIGNOR, has sold, assigned, transferred and set over, and by these presents does hereby sells, assigns, transfers and sets over, unto the said ASSIGNEE, its successors, legal representatives and assign, his 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 application 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;

ASSIGNOR authorizes and requests 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.

ASSIGNOR hereby represents and warrants that, as of the Effective Date, his 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 he has full right to assign all of his interests therein, and that he has not executed and will not execute any agreement or other instrument in conflict herewith.

ASSIGNOR 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 ASSIGNOR'S possession or under his 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.

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

Date February 28th, 2013

Signature Name: Thierry BERESSY

STATE OF) ss: COUNTY OF)

On this <u>28</u> day of <u>February</u>, 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared There 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.

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The undersigned, Paul J. MASELIS, Notary public at Schaerbeek-Brussels, hereby certifies that this (there) is(are) the true signature(s) of Schabroeek, 2810,21,2013

PAUL J. MASELIS NOTAIRE - NOTARIS Bld Lambermontlaan, 336

BRUXELLES 1030 BRUSSEL Ø 02 215 14 03 FAX 32/2/215 53 97

Schedule A

UNITED STATES PATENT APPLICATIONS

Docket No. 366-023

2. 1. 1.

Filing Date TBD Application No.

TBD

<u>Title</u> SYSTEM, METHOD AND APPARATUS FOR DESTACKING STACKED ARTICLES

ASSIGNMENT

This ASSIGNMENT is made and entered into as of this 28th day of February, 2013 ("Effective Date"), by and between Willy DE BOECK, with an address at 'Wolvertemsesteenweg 202 – B 1785 Merchtem – Belgium' ("ASSIGNOR") and Godiva Chocolatier, Inc., a New Jersey corporation with an address at 333 West 34th Street, New York, New York 10001 ("ASSIGNEE").

WHEREAS, ASSIGNOR agrees to transfer, sell and assign to ASSIGNEE his entire right, title and interest in the United States patent applications identified and set forth on the attached Schedule A.

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 ASSIGNOR, has sold, assigned, transferred and set over, and by these presents does hereby sells, assigns, transfers and sets over, unto the said ASSIGNEE, its successors, legal representatives and assign, his 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 application 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;

ASSIGNOR authorizes and requests 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.

ASSIGNOR hereby represents and warrants that, as of the Effective Date, his 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 he has full right to assign all of his interests therein, and that he has not executed and will not execute any agreement or other instrument in conflict herewith.

ASSIGNOR 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 ASSIGNOR'S possession or under his 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.

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

Date February 28, 2013

STATE OF)) ss: COUNTY OF) Signature ______ Name: Willy DE BOECK

On this <u>28</u> day of <u>formany</u>, 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared <u>(Nilly DE BOECK</u>), 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.



The undersigned, Paul J. MASELIS, Notary, public at Schaerbeek-Brussels, hereby certifies that this (there) is(are) the true signature(s) of WILLING BOECK Schaerbeek, 28/02/2013.

> PATENT REEL: 030410 FRAME: 0093

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PAUL J. MASELIS NOTAIRE - NOTARIS Bid Laubermontlaan, 336

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Schedule A

UNITED STATES PATENT APPLICATIONS

Docket No. 366-023

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Application No. Filing Date TBD

TBD

<u>Title</u> SYSTEM, METHOD AND APPARATUS FOR DESTACKING STACKED ARTICLES

PATENT REEL: 030410 FRAME: 0094

RECORDED: 05/14/2013