

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5396256

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SERGIO A. JIMENEZ-MARQUEZ	12/02/2016
DARIN Y. MATSUBARA	08/23/2016
ADELMO MONSALVE-GONZALEZ	05/20/2016
LINA PRUITT	07/25/2016
RECEIVING PARTY DATA	
Name:	BIG HEART PET, INC.,
Street Address:	ONE STRAWBERRY LANE
City:	ORRVILLE
State/Country:	OHIO
Postal Code:	44667
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16271141
CORRESPONDENCE DATA	
Fax Number:	(330)684-3026
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3306846353
Email:	LORI.MARTIN@JMSMUCKER.COM
Correspondent Name:	LORI J. MARTIN
Address Line 1:	ONE STRAWBERRY LANE
Address Line 4:	ORRVILLE, OHIO 44667
ATTORNEY DOCKET NUMBER:	PT-180-U-0425-US3
NAME OF SUBMITTER:	MICHAEL A. OLSHAVSKY
SIGNATURE:	/Michael A. Olshavsky/
DATE SIGNED:	02/27/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 12	
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ASSIGNMENT AND DECLARATION FOR UTILITY OR DESIGN APPLICATION USING AN APPLICATION
DATA SHEET (FILED UNDER 37 CFR 1.63(e))

ASSIGNMENT

WHEREAS:

Sergio A. Jimenez-Marquez, 600 W. 9th Street, Apartment #1016, Los Angeles, CA 90015 US;

Darin Y. Matsubara, 212 Terminal Way, Terminal Island, CA 90731 US;

Adelmo Monsalve-Gonzalez, 212 Terminal Way, Terminal Island, CA 90731 US; and

Lina Pruitt, 28865 Via Pasatiempo, Laguna Niguel, CA 92677 US;

(hereinafter referred to as ASSIGNORS), have made a discovery or invention entitled:

Palatable Expanded Food Products and Methods of Manufacture Thereof,

(title of discovery or invention)

- ☐ for which an application for Letters Patent of the United States has been executed on even date herewith or thereafter,
- ☒ for which an application for Letters Patent of the United States has been filed on May 13, 2016, bearing Serial No. 15/154552, and an International (PCT) Application has been filed on May 13, 2016, bearing Application No. PCT/US2016/032460.

WHEREAS:

Big Heart Pet, Inc., One Strawberry Lane, Orrville, OH 44667 US

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of one Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound hereby, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said applications or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States and all foreign countries for the full term or terms for which the same may be granted.

WE, SAID ASSIGNORS, hereby authorize and request the Commissioner of Patents of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

WE, SAID ASSIGNORS, hereby covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over to ASSIGNEE;

AND WE, SAID ASSIGNORS hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to us respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, we will, at any time, when called up to do so by the ASSIGNEE, its successors, legal representatives, or assigns sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

DECLARATION

As an above-named inventor, I hereby declare that:

This declaration is directed to the United States application and PCT international application referenced above.

The above-identified application(s) was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention (or claimed design) in the above-identified application(s) for which this declaration is being submitted.

I hereby acknowledge that any willful false statement made in this declaration is punishable

under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Signature: <u><i>Sergio A. Jimenez Marquez</i></u>	Date: <u>Dec. 2, 2016</u>
Name: Sergio Jimenez-Marquez	Citizenship: United States

Signature: _____	Date: _____
Name: Darín Y. Matsubara	Citizenship: United States

Signature: _____	Date: _____
Name: Adelmo Monsalve-Gonzalez	Citizenship: United States

Signature: _____	Date: _____
Name: Lina Pruitt	Citizenship: United States

ASSIGNMENT AND DECLARATION FOR UTILITY OR DESIGN APPLICATION USING AN APPLICATION
DATA SHEET (FILED UNDER 37 CFR 1.63(e))

ASSIGNMENT

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Adelmo Monsalve-Gonzalez, 212 Terminal Way, Terminal Island, CA 90731 US; and

Lina Pruitt, 28865 Via Pasatiempo, Laguna Niguel, CA 92677 US;

(hereinafter referred to as ASSIGNORS), have made a discovery or invention entitled:

Palatable Expanded Food Products and Methods of Manufacture Thereof,

(title of discovery or invention)

- ☐ for which an application for Letters Patent of the United States has been executed on even date herewith or thereafter,
- ☒ for which an application for Letters Patent of the United States has been filed on May 13, 2016, bearing Serial No. 15/154552, and an International (PCT) Application has been filed on May 13, 2016, bearing Application No. PCT/US2016/032460.

WHEREAS:

Big Heart Pet, Inc., One Strawberry Lane, Orrville, OH 44667 US

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of one Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound hereby, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said applications or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States and all foreign countries for the full term or terms for which the same may be granted.

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2832207 v. 1

WE, SAID ASSIGNORS, hereby authorize and request the Commissioner of Patents of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

WE, SAID ASSIGNORS, hereby covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over to ASSIGNEE;

AND WE, SAID ASSIGNORS hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to us respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, we will, at any time, when called up to do so by the ASSIGNEE, its successors, legal representatives, or assigns sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

DECLARATION

As an above-named inventor, I hereby declare that:

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The above-identified application(s) was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention (or claimed design) in the above-identified application(s) for which this declaration is being submitted.

I hereby acknowledge that any willful false statement made in this declaration is punishable

under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Signature: _____	Date: _____
Name: Sergio Jimenez-Marquez	Citizenship: United States

Signature: <u>Darin Y. Matsubara</u>	Date: <u>8/23/16</u>
Name: Darin Y. Matsubara	Citizenship: United States

Signature: _____	Date: _____
Name: Adelmo Monsalve-Gonzalez	Citizenship: United States

Signature: _____	Date: _____
Name: Lina Pruitt	Citizenship: United States

ASSIGNMENT AND DECLARATION FOR UTILITY OR DESIGN APPLICATION USING AN APPLICATION
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2832207 v. 1

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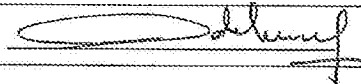
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Signature: _____	Date: _____
Name: Sergio Jimenez-Marquez	Citizenship: United States

Signature: _____	Date: _____
Name: Darin Y. Matsubara	Citizenship: United States

Signature: 	Date: <u>May 20, 2016</u>
Name: Adelmo Monsalve-Gonzalez	Citizenship: United States

Signature: _____	Date: _____
Name: Lina Pruitt	Citizenship: United States

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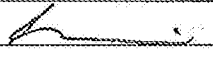
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In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Signature: _____	Date: _____
Name: Sergio Jimenez-Marquez	Citizenship: United States

Signature: _____	Date: _____
Name: Darin Y. Matsubara	Citizenship: United States

Signature: _____	Date: _____
Name: Adelmo Monsalve-Gonzalez	Citizenship: United States

Signature: 	Date: <u>07/25/16</u>
Name: Lina Pruitt	Citizenship: United States CANADA <i>07/25/16</i>