

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5487131

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NESTEC S.A.	10/08/2014
NESTLE WATERS MANAGEMENT & TECHNOLOGY S.A.S.	10/08/2014
RECEIVING PARTY DATA	
Name:	DISCMA AG
Street Address:	THURGAUERSTRASSE 34
City:	ZURICH
State/Country:	SWITZERLAND
Postal Code:	CH-8050
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15661507
CORRESPONDENCE DATA	
Fax Number:	(734)418-4201
<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>	
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Correspondent Name:	HONIGMAN LLP
Address Line 1:	315 EAST EISENHOWER PARKWAY, SUITE 100
Address Line 4:	ANN ARBOR, MICHIGAN 48108
ATTORNEY DOCKET NUMBER:	239729/LF1206USD/414632
NAME OF SUBMITTER:	ERIC J. SOSENKO
SIGNATURE:	/Eric Sosenko/
DATE SIGNED:	04/23/2019
Total Attachments: 11	
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CONFIRMATORY PATENT ASSIGNMENT

This CONFIRMATORY PATENT ASSIGNMENT, dated as of October 8, 2014 is made by and between:

Nestec S.A., Avenue Nestlé 55, 1800 Vevey, Switzerland ("**Nestec**")

Nestlé Waters Management & Technology S.A.S., 12 boulevard Garibaldi, 92130 Issy-les-Moulineaux, France ("**Nestlé Waters**")

(Nestec and Nestlé Waters collectively "**Nestlé**")

and

DISCMA AG, c/o SIDEL INTERNATIONAL AG, Bösch 67, 6331 Hünenberg, Switzerland ("**DISCMA**")

(each individually a "**Party**", collectively the "**Parties**")

WHEREAS, pursuant to the License And Intellectual Property And Know-How Transfer Agreement ("Transfer Agreement") between the Parties dated July 29, 2014, Nestlé did assign, transfer and convey, to DISCMA and DISCMA accepted all of Nestlé's right, title and interest in, to, and under the Transferred IP (as the term is defined in the Transfer Agreement), including but not limited to the patents and patent applications identified in Table A and in Table B;

NOW, THEREFORE, for the good and valuable consideration set forth in the Transfer Agreement, the sufficiency of which is hereby acknowledged, Nestlé hereby confirms and agrees as follows:

1. As for Nestlé Waters, Nestlé Waters hereby confirms its assignment, transfer and conveyance, to DISCMA, and DISCMA hereby confirms its acceptance thereof, of all of Nestlé Waters' right, title, and interest in, to, and under the Transferred IP in Table A, including without limitation the right to claim priority under the Paris Convention, all causes of action and enforcement rights, whether currently pending, filed or otherwise, all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement, and all rights to collect royalties, including royalties for past infringement, under such Transferred IP.
2. As for Nestec, Nestec hereby confirms its assignment, transfer and conveyance, to DISCMA, and DISCMA hereby confirms its acceptance thereof, of all of Nestec's right, title, and interest in, to, and under the Transferred IP in Table B, including without limita-



tion the right to claim priority under the Paris Convention, all causes of action and enforcement rights, whether currently pending, filed or otherwise, all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement, and all rights to collect royalties, including royalties for past infringement, under such Transferred IP.

3. The Transferred IP includes without limitation all right, title and interest in and to the patents and patent applications identified in Table A and Table B below, including any patents that may be granted or patent applications that may be filed anywhere in the world originating from or claiming priority to said patent applications, including without limitation any regional phase entry applications, national phase entry applications, divisionals, continuations, reissues, substitutions, extensions, conversions, and renewals thereof, utility models, and further includes all right, title and interest in and to any inventions claimed or described in these patents and patent applications.

Table A – Transferred IP (Nestlé Waters)

Nestlé Docket #	Short Title of the Invention	Application No.	Patenting Authority
7665-FR-EPT	LBO I - Contenant en Résine Polyester	03749915.9	France
7665-DE-EPT	LBO I - Contenant en Résine Polyester	03749915.9	Germany
7685-FR-EPA	LBO II	03025525.1	France
7685-DE-EPA	LBO II	03025525.1	Germany
7685-EP-EPA	LBO II	03025525.1	European Patent Office
7685-CN-PCT	LBO II	200480037275.7	China

Table B – Transferred IP (Nestec)

Nestlé Docket #	Short Title of the Invention	Application No.	Patenting Authority
8801-BR-PCT	Prevent Spillage in LBO Technology (LBO3)	PI0915468-0	Brazil
8801-EP-EPT	Prevent Spillage in LBO Technology (LBO3)	09793919.3	European Patent Office
8801-US-PCT	Prevent Spillage in LBO Technology (LBO3)	13/002199	United States
8801-DE-EPT	Prevent Spillage in LBO Technology (LBO3)	09793919.3	Germany

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Nestlé Docket #	Short Title of the Invention	Application No.	Patenting Authority
8801-CH-EPT	Prevent Spillage in LBO Technology (LBO3)	09793919.3	Switzerland
8801-CN-PCT	Prevent Spillage in LBO Technology (LBO3)	200980126279.5	China
8801-JP-PCT	Prevent Spillage in LBO Technology (LBO3)	2011-517091	Japan
8801-MX-PCT	Prevent Spillage in LBO Technology (LBO3)	MX/a/2011/000207	Mexico
8801-FR-EPT	Prevent Spillage in LBO Technology (LBO3)	09793919.3	France
8801-GB-EPT	Prevent Spillage in LBO Technology (LBO3)	09793919.3	United Kingdom
8802-CN-PCT	Device for LBO (LBO4)	200980126274.2	China
8802-EP-EPT	Device for LBO (LBO4)	09793922.7	European Patent Office
8802-MX-PCT	Device for LBO (LBO4)	MX/a/2011/000206	Mexico
8802-US-CNT	Device for LBO (LBO4)	14/132,854	United States
8802-BR-PCT	Device for LBO (LBO4)	PI0915458-2	Brazil
8802-US-PCT	Device for LBO (LBO4)	13/002200	United States
8802-JP-PCT	Device for LBO (LBO4)	2011-517100	Japan
8803-JP-PCT	Process and Settings of LBO (LBO5)	2011-51701	Japan
8803-NL-EPT	Process and Settings of LBO (LBO5)	09793923.5	Netherlands
8803-DE-EPT	Process and Settings of LBO (LBO5)	09793923.5	Germany
8803-PL-EPT	Process and Settings of LBO (LBO5)	09793923.5	Poland
8803-CH-EPT	Process and Settings of LBO (LBO5)	09793923.5	Switzerland
8803-BE-EPT	Process and Settings of LBO (LBO5)	09793923.5	Belgium
8803-FR-EPT	Process and Settings of LBO (LBO5)	09793923.5	France
8803-US-PCD	Process and Settings of LBO (LBO5)	14/225868	United States



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Nestlé Docket #	Short Title of the Invention	Application No.	Patenting Authority
8803-BR-PCT	Process and Settings of LBO (LBO5)	PI0915810-3	Brazil
8803-MX-PCT	Process and Settings of LBO (LBO5)	MX/a/2011/000204	Mexico
8803-RO-EPT	Process and Settings of LBO (LBO5)	09793923.5	Romania
8803-CN-PCT	Process and Settings of LBO (LBO5)	200980126278.0	China
8803-US-PCT	Process and Settings of LBO (LBO5)	13/002197	United States
8803-ES-EPT	Process and Settings of LBO (LBO5)	09793923.5	Spain
8803-CN-PCD	Process and Settings of LBO (LBO5)	201410341762.8	China
8804-BR-PCT	Aseptic LBO Technology (LBO6)	PI0915435-3	Brazil
8804-JP-PCT	Aseptic LBO Technology (LBO6)	2011-517102	Japan
8804-MX-PCT	Aseptic LBO Technology (LBO6)	MX/a/2011/000205	Mexico
8804-EP-EPT	Aseptic LBO Technology (LBO6)	09793924.3	European Patent Office
8804-US-PCT	Aseptic LBO Technology (LBO6)	13/001985	United States
8804-CN-PCT	Aseptic LBO Technology (LBO6)	200980126276.1	China
8941-MX-PCT	LBO 7 - Cold Preforming	MX/A/2013/006513	Mexico
8941-US-PCT	LBO 7 - Cold Preforming	13/992901	United States
8941-CA-PCT	LBO 7 - Cold Preforming	2,819,873	Canada
8941-CN-PCT	LBO 7 - Cold Preforming	201180059788.8	China
8941-BR-PCT	LBO 7 - Cold Preforming	BR112013014378-9	Brazil
8941-JP-PCT	LBO 7 - Cold Preforming	2013-542518	Japan
8941-EP-EPT	LBO 7 - Cold Preforming	11793778.9	European Patent Office
11585-WO-PCT	LBO 20 - Mould with hydrophobic coating	PCT/EP14/055910	Wipo
11589-WO-PCT	LBO 14 - Controlled pressure release while nozzle still sealing the bottle	PCT/EP13/066036	Wipo



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Nestlé Docket #	Short Title of the Invention	Application No.	Patenting Authority
11603-WO-PCT	LBO 15 - Speed of nozzle opening (sparkling water and carbonate soft drink)	PCT/EP12/065114	Wipo
11603-EP-EPT	LBO 15 - Speed of nozzle opening (sparkling water and carbonate soft drink)	12743447.0	European Patent Office
11603-US-PCT	LBO 15 - Speed of nozzle opening (sparkling water and carbonate soft drink)	14/236827	United States
11603-CN-PCT	LBO 15 - Speed of nozzle opening (sparkling water and carbonate soft drink)	201280037933.7	China
11603-JP-PCT	LBO 15 - Speed of nozzle opening (sparkling water and carbonate soft drink)	2014-524338	Japan
11603-BR-PCT	LBO 15 - Speed of nozzle opening (sparkling water and carbonate soft drink)	PCT/EP12/065114	Brazil
11603-CA-PCT	LBO 15 - Speed of nozzle opening (sparkling water and carbonate soft drink)	2,836,883	Canada
11603-MX-PCT	LBO 15 - Speed of nozzle opening (sparkling water and carbonate soft drink)	MX/A/2014/000461	Mexico
11604-EP-EPA	LBO 22 - Sucking channel in the nozzle above the neckring	12151392.3	European Patent Office
11604-CN-NP	LBO 22 - Sucking channel in the nozzle above the neckring	201310018376.0	China
11604-US-NP	LBO 22 - Sucking channel in the nozzle above the neckring	13/743,908	United States
11620-EP-EPT	LBO 24 - Capping nozzle	12743162.5	European Patent Office
11620-CN-PCT	LBO 24 - Capping nozzle	201280038952.1	China
11620-BR-PCT	LBO 24 - Capping nozzle	112014002781-1	Brazil

Nestlé Docket #	Short Title of the Invention	Application No.	Patenting Authority
11620-CA-PCT	LBO 24 - Capping nozzle	2,842,849	Canada
11620-US-PCT	LBO 24 - Capping nozzle	14/236821	United States
11620-JP-PCT	LBO 24 - Capping nozzle	2014-524339	Japan
11620-MX-PCT	LBO 24 - Capping nozzle	MX/a/2014/001470	Mexico
11626-WO-PCT	LBO 12, strong topload by internal pressure	PCT/EP13/051986	Wipo
11626-JP-PCT	LBO 12, strong topload by internal pressure	PCT/EP13/051986	Japan
11626-EP-EPT	LBO 12, strong topload by internal pressure	13702059.0	European Patent Office
11626-CN-PCT	LBO 12, strong topload by internal pressure	PCT/EP13/051986	China
11626-US-PCT	LBO 12, strong topload by internal pressure	PCT/EP13/051986	United States
11633-WO-PCT	LBO 13, Filling of carbonated products at room temperature	PCT/EP13/064148	Wipo
11656-BR-PCT	LBO 27, High speed with central pump	112014002887-7	Brazil
11656-CA-PCT	LBO 27, High speed with central pump	2,842,850	Canada
11656-MX-PCT	LBO 27, High speed with central pump	MX/a/2014/001323	Mexico
11656-CN-PCT	LBO 27, High speed with central pump	201280038951.7	China
11656-US-PCT	LBO 27, High speed with central pump	14/236830	United States
11656-JP-PCT	LBO 27, High speed with central pump	2014-524340	Japan
11656-EP-EPT	LBO 27, High speed with central pump	12743163.3	European Patent Office
11731-EP-EPT	LBO 08: lightweighting through fast filling	12791210.3	European Patent Office
11731-CN-PCT	LBO 08: lightweighting through fast filling	201280062893.1	China
11731-JP-PCT	LBO 08: lightweighting through fast filling	PCT/EP12/073851	Japan



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Nestlé Docket #	Short Title of the Invention	Application No.	Patenting Authority
11731-BR-PCT	LBO 08: lightweighting through fast filling	112014014856.2	Brazil
11731-US-PCT	LBO 08: lightweighting through fast filling	14/367696	United States
11733-CN-PCT	LBO 30: Lifetime improvement of Parts, avoid overshoot	PCT/EP13/053903	China
11733-WO-PCT	LBO 30: Lifetime improvement of Parts, avoid overshoot	PCT/EP13/053903	Wipo
11733-EP-EPT	LBO 30: Lifetime improvement of Parts, avoid overshoot	13706039.8	European Patent Office
11733-JP-PCT	LBO 30: Lifetime improvement of Parts, avoid overshoot	PCT/EP13/053903	Japan
11733-US-PCT	LBO 30: Lifetime improvement of Parts, avoid overshoot	14/383006	United States
12113-WO-PCT	LBO 16 - No mold	PCT/EP13/062331	Wipo
12593-WO-PCT	LBO 35-System to set up the right filling level	PCT/EP13/075628	Wipo
12697-WO-PCT	LBO 36: Rotative LBO equipment with two openings	PCT/EP13/075632	Wipo
12739-WO-PCT	LBO 37 : How to set up the right filling level	PCT/EP13/075629	Wipo
12810-WO-PCT	LBO 38 : Nozzle Self Opening	PCT/EP14/056973	Wipo
12892-WO-PCT	LBO 39 : Mold compensation for LBO	PCT/EP14/059147	Wipo
12892-EP-EPA	LBO 39 : Mold compensation for LBO	13166852.7	European Patent Office
12908-WO-PCT	LBO 40 : LBO with stretchrod controlled environment	PCT/EP14/063940	Wipo
12908-EP-EPA	LBO 40 : LBO with stretchrod controlled environment	13174788.3	European Patent Office




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Nestlé Docket #	Short Title of the Invention	Application No.	Patenting Authority
12909-WO-PCT	LBO 41 : Sealed connection between preform and injection head.	PCT/EP14/059156	Wipo
12909-EP-EPA	LBO 41 : Sealed connection between preform and injection head: anular mouth seal	13166879.0	European Patent Office
12920-EP-EPA	LBO 42 : Fill the preform prior to form with LBO	13188030.4	European Patent Office
12921-EP-EPA	LBO 43 : Ultralight weight BULK with LBO	13171262.2	European Patent Office
12921-WO-PCT	LBO 43 : Ultralight weight BULK with LBO	PCT/EP14/061321	Wipo
13090-EP-EPA	LBO 44 : Inert the preform prior to fill and the head space after	13188031.2	European Patent Office
13141-WO-PCT	LBO 45: Sealed connection between preform and injection head : tubular spout	PCT/EP14/059151	Wipo
13141-EP-EPA	LBO 45: Sealed connection between preform and injection head : tubular spout	13166853.5	European Patent Office
13322-EP-EPD	LBO 46 - Multi container forming ; previous bottle as mold.	14177674. 0	European Patent Office
13322-EP-EPA	LBO 46 - Multi container forming ; previous bottle as mold.	13197336.4	European Patent Office

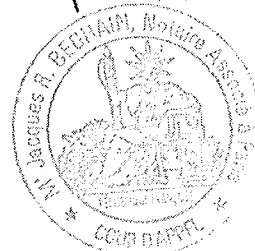
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IN WITNESS WHEREOF, each of the Parties has caused this Confirmatory Patent Assignment to be executed by their respective, duly authorized officers, as of the date first written above.


By Nestlé Waters Management & Technology S.A.S.
Signed: 
Name: Sophie Germain
Title: Nestlé Waters General Council

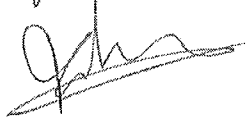
Paris, le 9 octobre 2014
 Je soussigné Mr Jacques BEGHAIN certifie exclusivement la matérialité de la signature apposée ci-dessus de Mme Sophie GERMAIN -

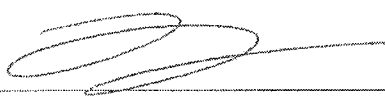



Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.



Witness 1: Name Myriam KAWALA Date Signed October 09, 2014
 Signature 

Witness 2: Name Fouzia ALLAOUi Date Signed October 09, 2014
 Signature 

By Nestec S. A.
Signed: 
Name: Deborah McRonald
Title: Head In-Licencing and R&D Alliance

Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

Authentication Nr. 1'420.-


On the basis of a written confirmation and on the basis of a comparison of signature, the undersigned, ALBERT-EDOUARD FAHRNI, Notary Public in Vevey for the Canton of Vaud, Switzerland, certifies the authenticity of the signature appended on the opposite by Mrs Deborah MC RONALD, Assistant Vice President of Nestec S.A., with its head office in Vevey, who validly commits the above mentioned limited company with her individual signature. -----
VEVEY, THIS FOURTEENTH DAY OF OCTOBER TWO THOUSAND AND FOURTEEN. -----




A handwritten signature in black ink, appearing to be "Mrs Deborah MC RONALD". The signature is written in a cursive style with a long horizontal stroke at the end.


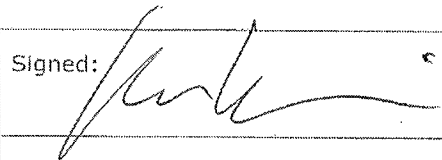


Witness 1: Name TANIA SECALIN Date Signed 13 OCT 2014

Signature 

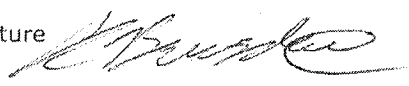
Witness 2: Name CLAUDE LAVADIN Date Signed 13 /10 /14

Signature 


by DISCMA AG	
Signed: 	Signed: 
Name: Ann Aileen O'Hara	Name: Luca Raffaelli
Title: General Manager	Title: Controller

Before me personally appeared the person: **Anne Aileen O'Hara** whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

Witness 1: Name Frederick L. Beuerle III Date Signed 04 NOV 2014


Signature 

Witness 2: Name LUC DESOUTTER Date Signed 4 Nov 2014

Signature 

Before me personally appeared the person: **Luca Raffaelli** whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

Witness 1: Name Tim Park Date Signed 10 Nov 2014

Signature 

Witness 2: Name ASIF RAHMAN Date Signed 10. Nov 2014

Signature 