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## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Novartis Nutrition Corporation		05/05/2008	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Societe des Produits Nestle S.A.
Street Address:	Case Postale 353
City:	1800 Vevey
State/Country:	SWITZERLAND
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2532797	LH MEDICAL PRODUCTS YES SET
Registration Number:	2892394	YES SET

## **CORRESPONDENCE DATA**

Fax Number: (818)637-3311

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 818-549-6726

Email: robert.sanders@us.nestle.com

Correspondent Name: Nestle USA, Inc.

Address Line 1: 800 N. Brand Blvd., 14th Floor
Address Line 4: Glendale, CALIFORNIA 91203

### DOMESTIC REPRESENTATIVE

Name: Nestle USA, Inc.

Address Line 1: 800 N. Brand Blvd., 14th Floor
Address Line 4: Glendale, CALIFORNIA 91203

NAME OF SUBMITTER: Robert Sanders

TRADEMARK

REEL: 003790 FRAME: 0888

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Signature:	/Bob Sanders/	
Date:	06/05/2008	
Total Attachments: 3 source=Assignment NMC to SPN 05052008#page1.tif source=Assignment NMC to SPN 05052008#page2.tif source=Assignment NMC to SPN 05052008#page3.tif		

TRADEMARK REEL: 003790 FRAME: 0889

04

# Trademark Assignment

WHEREAS, Novartis Nutrition Corporation, 1600 Utica Avenue, S. Suite 600, St. Louis Park, MN 55416, U.S.A. (hereinafter "Assignor"); and

WHEREAS, Société des Produits Nestlé S.A., a Switzerland corporation having a place of business at Avenue Nestlé 55, CH-1800 Vevey, Switzerland ("Assignee"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, trademark registrations and trademark applications listed in the attached Schedule A, as well as all of the goodwill of the business symbolized thereby and associated therewith (the "Trademarks"); and

WHEREAS, Assignor is willing to transfer such right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers unto Assignee all right, title and interest in and to the Trademarks, together with the portion of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued or arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns to the same extent that would have been held and enjoyed by Assignor had such assignment not been made.

TRADEMARK REEL: 003790 FRAME: 0890

Assignor covenants and agrees to execute and deliver such other documents as Assignee may reasonably request for the purposes of transferring, recording or otherwise effectuating or perfecting the transfer and assignment confirmed herein and as originally contemplated herein.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment \_\_\_day of \_

**NOVARTIS NUTRITION CORPORATION** 

Title Garage

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Name:

Title:

Philippe Claude Authorised Signatory

> **TRADEMARK** REEL: 003790 FRAME: 0891

# SCHEDULE

Country Name	TM Status	Trademark Name	Reg. Number
U.S.A	Registration	LH MEDICAL PRODUCTS YES SET	2532797
U.S.A	Registration	YES SET	2892394

TRADEMARK REEL: 003790 FRAME: 0892

**RECORDED: 06/05/2008**