

09-27-2000

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

| | |
|--|---|
| <p>1. Name of conveying party(ies):</p> <p>Protein Technologies International, Inc. 1034 Danforth Drive St. Louis, Missouri 63102</p> | <p>2. Name and address of receiving party(ies):</p> <p>Fiber Sales and Development Corporation 1034 Danforth Drive St. Louis, Missouri 63102</p> |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date(s): August 25, 2000</p> <p>1st (sole) Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:</p> | |
| <p>4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is(are):</p> <p>1st (sole) Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:</p> <p>A. Patent Application No.(s): 09/354,829; 09/039,310;</p> <p>B. Patent No.(s): 5,646,045</p> | |

Page 1 of 2

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PATENT
REEL: 011103 FRAME: 0129

5. Name and address of party to whom correspondence concerning document should be mailed:

Kristen E. Mollnow, Esq.
NIXON PEABODY LLP
Clinton Square
P.O. Box 31051
Rochester, New York 14603

6. Total number of applications and patents involved: **3**

7. Total fee (37 CFR 3.41): **\$120**

Previously paid (see original transmittal)

A check in the amount of **\$120** is enclosed.

8. Deposit Account Number: 14-1138

Charge total fee to account.

Charge any additional fees to account.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: September 12, 2000

Kristen E. Mollnow
Kristen E. Mollnow, Esq.

[Total number of pages including cover sheet, attachments and document: **6**]

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Assignment"), effective as of August 24, 2000, by and between Protein Technologies International, Inc. (hereinafter called "PTI"), having its principal place of business at 1034 Danforth Dr., St. Louis, Missouri 63102, and Fiber Sales and Development Corporation (hereinafter called "FS&D"), a company having its principal place of business at 1034 Danforth Dr., St Louis, Missouri, 63102.

WITNESSETH:

WHEREAS, FS&D is currently an affiliate of PTI; and

WHEREAS, the assets of FS&D are being sold to International Fiber Corporation ("IFC"); and

WHEREAS, PTI and FS&D desire to reallocate technology and patent rights between them to provide FS&D with exclusive ownership of technology necessary for the operation of the business of FS&D, and to provide FS&D with the benefit of the sale of its assets to IFC; and

WHEREAS, FS&D hereby pays \$1.00 to PTI and other good and valuable consideration for assignment of the technology and patent rights.

NOW, THEREFORE, in consideration of the foregoing and the following terms and conditions, the sufficiency of which is acknowledged by both parties hereto, it is hereby agreed between the parties hereto as follows:

1. "FS&D PATENT RIGHTS" shall mean the patents and patent applications set forth in Schedule A attached hereto, including all extensions, continuations, continuations-in-part, divisions, patents of addition, reissues, and reexaminations thereof, and any subsequent filings in any country or jurisdiction claiming priority therefrom.
2. PTI hereby assigns to FS&D all right, title, and interest in the FS&D PATENT RIGHTS. PTI agrees that FS&D shall have all rights and powers arising or accrued with regard to the FS&D PATENT RIGHTS, including, without limitation, the right to sue for damages and other remedies in respect of any past and future infringement of such rights.
3. PTI will cooperate fully in executing appropriate documents provided by FS&D to complete formalities for perfecting the assignment and recording of the FS&D PATENT RIGHTS. Said documents will include, but not be limited to: powers of attorney, letters of instruction, and

letters to confirm assignment. All out-of-pocket costs associated with preparing and recording assignments shall be borne by FS&D.

4. For a period of ten (10) years from the date of this Assignment, PTI hereby agrees to maintain any confidential FS&D PATENT RIGHTS in confidence in accordance with the practice of PTI to maintain information confidential, which shall not be less than a reasonable practice to maintain information confidential. PTI's obligation to maintain the above information confidential shall not apply to any information which:

(a) is in or becomes part of the public domain

(b) is lawfully received from a third party under no obligation of confidentiality to PTI.

(c) is independently developed by or for PTI as evidenced by written records; or

(d) is required to be disclosed by operation of law.

5. This Assignment and the rights granted herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

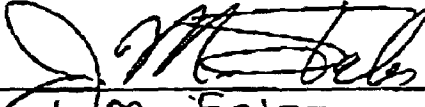
6. Should any provision of this Assignment be declared unenforceable for any reason or found contrary to any law or statute, said provision will automatically cease to be part of this Assignment without affecting any other provision or obligation thereof.

7. Should this Assignment, or any provision thereof, be declared unenforceable for any reason in any country or legal jurisdiction, the Assignment, or the affected provision, shall not be affected in any other country or legal jurisdiction.

8. This Assignment shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to choice of law provisions.


IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives effective on the day and year set forth above.

PROTEIN TECHNOLOGIES INTERNATIONAL, INC

By: 
Name: J. M. Fales
Title: Exec. Vice Pres.

Date: 8-25-00

FIBER SALES AND DEVELOPMENT CORPORATION

By: 
Name: Knut Rittweger
Title: President

Date: 8-23-00

SCHEDULE A

Issued Patents

| Case No. | Country | Patent No. | Grant Date | Filing Date | Expires | Pending Actions | Title |
|----------|---------|------------|------------|-------------|-----------|-----------------|---|
| SP-1055 | US | 4,857,352 | 8/15/1989 | 6/16/1987 | 6/16/2007 | None | Low Calorie Ice Pop |
| SP-1056 | US | 4,438,263 | 3/20/1984 | 8/6/1982 | 8/6/2002 | None | Cellulose Granules and Process for Producing Same |
| SP-1057 | US | 5,019,406 | 5/28/1991 | 7/13/1989 | 7/13/2009 | None | Fiber Additives for Frying Batters |
| SP-1094 | US | 5,646,045 | 7/8/1997 | 5/17/1995 | 5/17/2015 | None | Cellulose in Food Matrix Quantification |
| LP-313 | US | 5,391,382 | 2/21/1995 | 1/31/1994 | 1/31/2014 | None | Low Dust Powdered Cellulose |

Patent Applications

| Case No. | Country | App. No. | Filing Date | Pending Actions | Title |
|----------|--------------|-----------------|-------------|---|---|
| SP-1145 | US | 09/039,310 | 3/13/1998 | Allowed, pay issue fee and file formal drawings | Anti-Caking Anti-Mycotic Food Ingredient and Process for Producing the Same |
| SP-1145 | Japan | To be assigned | 4/18/2000 | Awaiting 1 st O.A. | |
| SP-1145 | Canada | To be assigned | | Awaiting 1 st O.A. | |
| SP-1145 | Mexico | To be assigned | | Awaiting 1 st O.A. | |
| SP-1145 | Argentina | To be assigned | | Awaiting 1 st O.A. | |
| SP-1145 | New Zealand | To be assigned | | Awaiting 1 st O.A. | |
| SP-1145 | Australia | To be assigned | | Awaiting 1 st O.A. | |
| SP-1145 | South Africa | To be assigned | | Awaiting 1 st O.A. | |
| SP-1198 | US | 09/354,829 | 7/16/1999 | Awaiting 2 nd Office Action | Direct Action Anti-Mycoitic |
| SP-1198 | Australia | To be assigned | 7/16/1999 | Awaiting 1 st O.A. | |
| SP-1198 | Brazil | To be assigned | 7/16/1999 | Awaiting 1 st O.A. | |
| SP-1198 | Canada | 2,291,382 | 7/16/1999 | Awaiting 1 st O.A. | |
| SP-1198 | China | To be assigned | 7/16/1999 | Awaiting 1 st O.A. | |
| SP-1198 | EPO | To be assigned | 7/16/1999 | Awaiting Search Results | |
| SP-1198 | Korea | 10-2000-0002125 | 7/16/1999 | Awaiting 1 st O.A. | |
| SP-1198 | Japan | To be assigned | 7/16/1999 | Awaiting 1 st O.A. | |
| SP-1198 | Mexico | 9911186 | 7/16/1999 | Awaiting 1 st O.A. | |
| SP-1198 | Russia | To be assigned | 7/16/1999 | | |
| SP-1198 | Taiwan | 88120533 | 7/16/1999 | Awaiting 1 st O.A. | |

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REEL: 011103 FRAME: 0134

CERTIFICATE OF EXPRESS MAILING

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Date of Deposit:

September 13, 2000

I hereby certify that this paper is being deposited in the United States Postal Service "Express Mail Post Office to Addressee" Service under 37 C.F.R. 1.10 on the date indicated above and is addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231.



Sandra Caruso

Attachments:

Recordation Form Cover Sheet

Patent Assignment Agreement

Check for \$120

Post Card