

01-07-2002



U.S. Department of Commerce
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PATENT

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U.S. PTO
10/02/01
10/19/01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission Document ID# (Non-Recordation)

Correction of PTO Error 10/19/01
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date Month Day Year

Name (line 2)

Second Party

Name (line 1) Execution Date Month Day Year

Name (line 2)

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached.
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City State/Country Zip Code

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Name

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Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

01/04/2002 6TDM11 00000117 10027841
01 FC:581 40.00 OP

Correspondent Name and Address

Area Code and Telephone Number

(720) 406-5315

Name (line 1) Steven C. Petersen

Address (line 1) Hogan & Hartson LLP

Address (line 2) 1200 17th Street, Suite 1500

Address (line 3) Denver, CO 80202

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments

7

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

10027841						

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

05/03/01

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of payment: Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

50-1123

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Steven C. Petersen, 36,238

Name of Person Signing

Signature

10/19/01

Date

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement"), dated as of ~~April~~ ^{May} __, 2001, is hereby entered into by Givaudan Flavors Corporation, a Delaware corporation ("Givaudan"), Hauser, Inc., a Delaware corporation ("Hauser"), and RFI Ingredients, a distributor and a reseller of Hauser's products ("RFI").

RECITALS

- A. On February 25, 1999, Johan P. van Leersum, as a consequence of his employment assigned his rights in a patent application entitled "Storage Stable, Citrus, Flavored Compositions Comprising Plant Extracts," filed in the United States Patent and Trademark Office on June 23, 1998, Application Number 09/103,023 over to Givaudan-Roure Flavors Corporation.
- B. Givaudan-Roure Flavors Corporation has since changed its name to Givaudan Flavors Corporation.
- C. Givaudan may have some rights in the invention that is described and claimed in a patent application entitled "Storage Stable, Citrus, Flavored Compositions Comprising Plant Extracts," filed in the United States Patent and Trademark Office on June 23, 1998, Application Number 09/103,023, and which claims the priority benefits of a provisional patent application, Serial No. 60/050481, filed in the United States Patent and Trademark Office on June 23, and all foreign applications claiming priority thereto (European Serial Number, EP 98929112.5; Japanese Serial Number 11-504963; Canadian Serial Number 2,294,458; and Australian Serial Number 80752/98) (the "Invention").
- D. Pursuant to the terms and conditions of this Agreement, Givaudan wishes to assign to Hauser, and Hauser wishes to acquire, all of Givaudan's right, title and interest in and to the Invention.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Givaudan, by and through its predecessor in interest Givaudan-Roure Flavors Corporation, hereby assigns to Hauser all of Givaudan's right, title and interest in and to the Invention. By the execution of this Agreement, Hauser hereby assumes all liabilities and obligations related to the Invention accruing on or after the date of the Agreement and Hauser agrees to perform all obligations of Givaudan with respect to such liabilities and obligations.

2. Waiver. Givaudan hereby waives and quitclaims to Hauser any legal or equitable rights Givaudan might have in and to the right, title or interest in and of the Invention and in any patent applications or patents, either in the United States or in any foreign countries, and to all Letters Patent, continuations, divisionals, reissues, and extensions to be obtained in connection therewith, that might issue and cover the Invention.

3. Discount Procedure.

(a) RFI agrees to decrease the aggregate volume purchase amount (the "Purchase Price") paid by Givaudan by five percent (the "Discount") on each order of any Stabilenhance WSR No. 2411 product ("Stabilenhance") ordered by Givaudan through RFI.

(b) RFI agrees that the Purchase Price to which the Discount shall be applied shall not exceed those charges offered or imposed with respect to orders of Stabilenhance of similar size and scope undertaken for other customers of RFI.

(c) Notwithstanding anything to the contrary in this Section 2, RFI shall be obligated to offer the Discount to Givaudan only for so long as Hauser manufactures and sells (through RFI) Stabilenhance.

4. Further Assurances. Givaudan agrees that it will, at any time upon request, without further or additional consideration, but at the expense of Hauser, execute such additional assignments and other writings and do such additional acts as Hauser may deem necessary or desirable to record or perfect Hauser's interest in the Invention granted pursuant to this Agreement and in enforcing any rights or causes in action accruing as a result of the Invention. The foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both Givaudan and Hauser.

5. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado, without regard to the conflicts of law rules of that state.

6. Assignment and Binding Effect. Givaudan may not assign the Discount granted pursuant to this Agreement to any third party without the prior written consent of RFI. This Agreement shall be binding upon and shall inure to the benefit of Givaudan, Hauser and RFI and their respective permitted successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts and by each party on a separate counterpart or counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

8. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supercedes all prior agreements and understandings, whether written or oral, pertaining thereto.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

GIVAUDAN FLAVORS CORPORATION
FGK

By: Robert Eilerman

Name: Robert G. Eilerman

Senior Vice President

Its: Research & Development

HAUSER, INC.

By: Dean P. Stull

Name: Dean P. Stull

Its: Senior Exec VP

RFI INGREDIENTS

By: Jerry M. Wagner

Name: JERRY M WAGNER

Its: CEO / PRESIDENT

STATE OF OHIO)
)
COUNTY OF HAMILTON)

I, Mary A. Luth, notary public, do hereby certify that on this 3rd
~~day of April, 2001,~~ May Robert G. Eilerman personally appeared before me.
Robert G. Eilerman who, being by me first duly sworn, declared that he is
the Sr. V.P., R&D of Givaudan Flavors Corporation, a Delaware corporation, that
Robert G. Eilerman signed the foregoing document as Sr. V.P., R&D
of the corporation, and that the statements contained therein are true.

Mary A. Luth
Notary Public

MARY A. LUTH
Notary Public, State of Ohio
My Commission Expires Sept. 24, 2001

(NOTARY SEAL)

My Commission expires: September 24, 2001

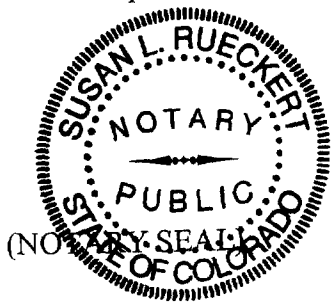
STATE OF COLORADO)
)
COUNTY OF BOULDER)

I, Susan Rueckert, notary public, do hereby certify that on this 17th
day of May, 2001, Dean P. Stull personally appeared before me.
Dean P. Stull who, being by me first duly sworn, declared that he is
the Sr. Exec VP of Hauser, Inc., a Delaware corporation, that
Dean P. Stull signed the foregoing document as Sr. Exec VP
of the corporation, and that the statements contained therein are true.

Susan Rueckert
Notary Public

MY COMMISSION EXPIRES 5/18/2004

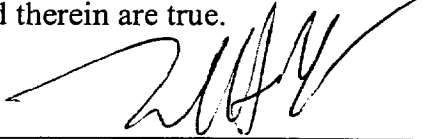
My Commission expires: _____



(NOTARY SEAL)

STATE OF)
)
COUNTY OF)

I, _____, notary public, do hereby certify that on this ____ day of May, 2001, _____ personally appeared before me. _____ who, being by me first duly sworn, declared that _____ is the _____ of RFI Ingredients, a _____ corporation, that _____ signed the foregoing document as _____ of the corporation, and that the statements contained therein are true.



Notary Public NEIL HALFON
Notary Public, State of New York
No. 4919916
Qualified in Rockland County
Commission Expires July 5, 2002

(NOTARY SEAL)

My Commission expires: _____