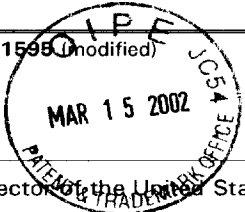


03-22-2002

RECORD

T



102028028

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Timothy A. Murphy
Melinda Kae Doucette
Nathaniel C. House III
Michael L. Richards

3-15-02

2. Name and address of receiving party(ies):

Cargill, Inc.
15407 McGinty Road W.
Wayzata, Minnesota 55391

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

7/24/01; 08/01/01; and 03/04/01

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/877,716

B. Patent Number(s):

PATENT_NO

Additional numbers attached? NO

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

Jason E. Pauls
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Jason E. Pauls

March 7, 2002

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

03/21/2002 GTOM11 00000192 09877716

01 FC:581

40.00 DP

ASSIGNMENT AND AGREEMENT

WHEREAS, **Michael L. Richards** of 5440 Lower West Branch Road, West Branch, Iowa 52358 (hereinafter referred to as "ASSIGNOR") together with **Timothy A. Murphy** of 219 E. Rosewood Lane, Derby, Kansas 67037; **Melinda Kae Doucette** of 244 N. Prescott Circle, Wichita, Kansas 67212-4700; and **Nathaniel C. House III** of 3521 Birkdale Ct., Fayetteville, North Carolina 28303 have invented a certain invention entitled **TRIACYLGLYCEROL-BASED ALTERNATIVE TO PARAFFIN WAX** (Attorney Docket No. 023829-0123) for which an application for United States Letters Patent was filed on June 8, 2001 as Application No. 09/877,716; and

WHEREAS, **Cargill, Inc.**, a corporation duly organized and existing under the laws of the State of Delaware, and having a place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest of **Michael L. Richards** ("ASSIGNOR") therein;

NOW THEREFORE, in consideration of the INTELLECTUAL PROPERTY ASSIGNMENT, PROSECUTION AND BROKERAGE AGREEMENT effective as of January 16, 2001 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, his right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of his interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance


to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges his right to seek his own independent legal counsel.

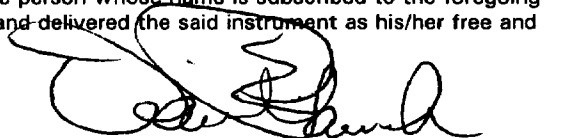
Executed this 4 day of March, 2001.



Michael L. Richards

State of Iowa
County of Linn) ss.

On this 4th day of March, 2001, before me, a notary public in and for said county, appeared Michael L. Richards, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Notary Public

DANIEL E. POWICKI
NOTARIAL SEAL - IOWA
(Seal) COMMISSION NO. 121108
MY COMMISSION EXPIRES SEPT. 15, 2003

My Commission Expires: 9/15/03

ASSIGNMENT AND AGREEMENT

WHEREAS, Timothy A. Murphy of 219 E. Rosewood Lane, Derby, Kansas 67037; Melinda Kae Doucette of 244 N. Prescott Circle, Wichita, Kansas 67212-4700; and Nathaniel C. House III of 3521 Birkdale Ct., Fayetteville, North Carolina 28303 (hereinafter referred to singly and collectively as "ASSIGNORS") together with Michael L. Richards of 5440 Lower West Branch Road, West Branch, Iowa 52358 have invented a certain invention entitled **TRIACYLGLYCEROL-BASED ALTERNATIVE TO PARAFFIN WAX** (Attorney Docket No. 023829-0123) for which an application for United States Letters Patent was filed on June 8, 2001 as Application No. 09/877,716; and

WHEREAS, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having a place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest of Timothy A. Murphy, Melinda Kae Doucette and Nathaniel C. House III therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNORS have sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, their right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNORS had this Assignment not been made.

ASSIGNORS HEREBY AUTHORIZE AND REQUEST the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of their interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNORS HEREBY AGREE (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNORS respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance

to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNORS HEREBY REPRESENT AND WARRANT that ASSIGNORS have the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNORS have not executed and will not execute any document or instrument in conflict herewith.

ASSIGNORS HEREBY GRANT to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

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Executed this 24 day of July, 2001.

Timothy A. Murphy
TIMOTHY A. MURPHY

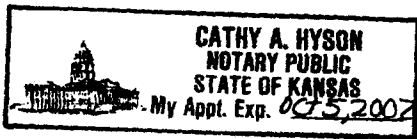
State of Kansas)
County of Sedgewick) ss.

On this 24 day of July, 2001, before me, a notary public in and for said county, appeared TIMOTHY A. MURPHY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Cathy A. Hyson
Notary Public

My Commission Expires: Oct 5, 2002

(Seal)



Executed this 24 day of July, 2001.

Melinda Kae Doucette
MELINDA KAE DOUCETTE

State of Kansas)
County of Sedgwick)ss.

On this 24 day of July, 2001, before me, a notary public in and for said county, appeared MELINDA KAE DOUCETTE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Cathy A Hyson
Notary Public

My Commission Expires: Oct 5, 2002

Executed this _____ day of _____, 2001.

NATHANIEL C. HOUSE III

State of _____)
County of _____)ss.

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared NATHANIEL C. HOUSE III, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

Executed this _____ day of _____, 2001.

MELINDA KAE DOUCETTE

State of _____)
County of _____) ss.

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared MELINDA KAE DOUCETTE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

Executed this 1 day of August, 2001.

NATHANIEL C. HOUSE III

State of North Carolina)
County of Cumberland) ss.

On this 1 day of Aug, 2001, before me, a notary public in and for said county, appeared NATHANIEL C. HOUSE III, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: Nov 11, 2003

(Seal)