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PATENTS ONLY
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF : Bender et al.
FOR : **METHOD FOR TREATING AN ANIMAL CARCASS**
SERIAL NO. : 10/189,306
FILED : July 3, 2002
EXAMINER : Corbin
ART UNIT : 1761
CONFIRMATION NO. : 9236
ATTORNEY DOCKET NO. : DANI 200021

ASSIGNMENT RECORDATION FORM COVER SHEET

MAIL STOP ASSIGNMENT RECORDATION SERVICES
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

To the Director of the U.S. Patent and Trademark Office:

Please record the attached documents.

1. Name of Conveying Party(ies) : Execution Date(s):
Danisco USA Inc. **October 22, 2004**

2. Name and address of Receiving Party(ies):

Danisco A/S
Langebrogade 1
1411 Copenhagen K
Denmark

04/26/2005 DBYRNE 00000077 10189306

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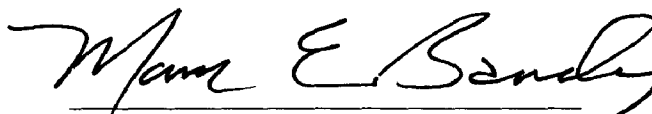
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OPR/FINANCE

3. Nature of conveyance:
- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Other: Bill of Sale | |
4. Application or patent number(s):
- ☐ This document is being filed together with a new application.
- A. Patent Application No.(s) B. Patent No.(s)
- 10/189,306 _____
5. Name and address to whom correspondence concerning document should be mailed:
- Scott A. McCollister, Esq.
Fay, Sharpe, Fagan, Minnich & McKee, LLP
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2579
Phone Number: (216) 861-5582
Fax Number: (216) 241-1666
Email Address: smccollister@faysharpe.com
6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h) & 3.41 \$40.00
- ☐ Authorized to be charged to deposit account no. 06-0308
- ☐ Authorized to be charged by credit card
- ☒ Enclosed
8. Please charge any additional fees or credit overpayment to Deposit Account No. 06-0308.

9. 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.
10. Total number of pages including cover sheet, attachments, and documents enclosed: 12.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & McKEE, LLP

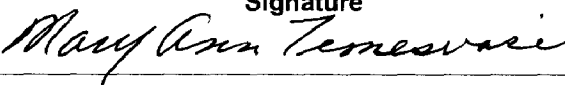


Scott A. McCollister, Reg. No. 33,961
Mark E. Bandy, Reg. No. 35,788
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2579
216/861-5582

April 20, 2005
Date

CERTIFICATE OF MAILING

- I certify that this Assignment Recordation Form Cover Sheet and accompanying document(s) are being
- ☒ deposited with the United States Postal Service as First Class mail under 37 C.F.R. § 1.8, addressed to MAIL STOP ASSIGNMENT RECORDATION SERVICES, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.
 - ☐ transmitted via facsimile to the U.S. Patent and Trademark Office, Assignment Division on the date indicated below to facsimile number 703-306-5995.
 - ☐ deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated below and is addressed to (choose one of the following) MAIL STOP ASSIGNMENT RECORDATION SERVICES, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 or Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.

Express Mail Label No.:	Signature 
Date <u>April 20, 2005</u>	Printed Name Mary Ann Temesvari

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PATENT ASSIGNMENT AGREEMENT

BETWEEN

DANISCO USA INC.

AND

DANISCO A/S

October 22, 2004

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "Agreement") entered into this 22nd day of October, 2004 by and between Danisco USA Inc., a company incorporated and operating under the laws of the state of Missouri USA, having its head office located at 201 New Century Parkway, New Century Kansas 66031 (the "Assignor"), and Danisco A/S, a limited company incorporated and operating under the laws of Denmark, whose registered office is located at Langebrogade 1, 1411 Copenhagen K, Denmark, company registration number 11350356 (the "Assignee").

The Assignor and the Assignee shall individually be referred to as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Assignor is the owner of the patents listed in Exhibit 1 of this Agreement.

~~WHEREAS, the Assignor is willing to sell the patents to the Assignee and the Assignee is willing to purchase the patents pursuant to the terms and conditions of this Agreement.~~

ARTICLE 1 - DEFINITIONS

The following initially capitalized terms as used in this Agreement shall have the following meanings:

1.1 "Patents" shall mean all patents for which registrations have been obtained and all applications for, or extensions or renewals, or applications including but not limited to PCT-applications, of any of the foregoing listed in Exhibit 1.

ARTICLE 2 - PURPOSE

2.1 The Assignor hereby assigns to the Assignee, who accepts, all rights of ownership and use, without exception or reserve, over the Patents.

2.2 As soon as practically possible after the date of execution of this Agreement, Assignor shall transfer to Assignee all relevant documentation in its possession relating to the Patents (including but not limited to filings, registration certificates, letters with the relevant industrial property institutes, proof of payment of annuities, internal files, etc.). The transfer of the Patents does not entail the transfer of other elements such as trademarks.

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2.3 Assignor simultaneously on the Effective Date grants Assignee a non-exclusive, revocable, royalty free worldwide license, with right to sublicense, to use the Patents in connection with Assignee's business.

ARTICLE 3 - EFFECT OF THE ASSIGNMENT

3.1 The assignment of the Patents shall be effective on the date of execution of this Agreement (the "Effective Date").

3.2 As a consequence the Assignee shall, as from the Effective Date, be vested with all rights over the Patents previously held by the Assignor.

3.3 The Assignee shall therefore hold all rights of ownership and use over the Patents and shall be entitled to assign them, use them, maintain them or abandon them as it wishes.

3.4 In case the Assignee wishes to maintain the Patents, it shall pay the annuities as from the Effective Date.

3.5 This assignment shall entail the right for the Assignee to bring legal claims for patents infringement in respect of all acts of infringement, whether occurring prior to or after the Effective Date.

ARTICLE 4 - PRICE

In consideration of this assignment, the Assignee shall pay the amount of Euro set forth in Exhibit B, within thirty days of the Effective Date of this Agreement or such other date as the Parties may agree upon in writing.

ARTICLE 5 - FORMALITIES

5.1 The formalities relating to the assignment of the Patents provided for in this Agreement may be effected with all relevant registers, including without limitation the Danish Patent Office, the European Patent Office, the U.S. Patent and Trademark Office and other relevant patent agencies. These formalities may be effected by the Assignee who shall bear all related fees and expenses. Assignor shall give all reasonably necessary assistance to Assignee in order to achieve such formalities in the respective countries.

5.2 The registration of this Agreement with the tax administration may be effected by the Assignee who shall pay all registration duties arising therefrom.

ARTICLE 6 - GENERAL

6.1 Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and personally delivered or sent by registered or certified mail,

return receipt requested, addressed as follows or to such other address as the Parties shall have given notice of pursuant hereto:

The Assignor:

Danisco USA Inc.
201 New Century Parkway
New Century Kansas 66031
Attn: President

With copies to:
Danisco USA Inc.
440 Saw Mill River Road
Ardsley New York 10502

Attn: Legal Department

The Assignee:

Danisco A/S
Langebrogade 1
1411 Copenhagen K
Denmark

Attn: Intellectual Capital Patents

With copies to: Legal Department

6.2 This Agreement and the Exhibit hereto represent the entire understanding and agreement of the Parties and supersede all prior agreements, understandings or arrangements among the Parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed by a written instrument signed by the Assignor and the Assignee, and any provision hereof can be waived only by written instrument signed by the Party against whom enforcement of such waiver is sought.

6.3 The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.4 This Agreement shall be governed by and construed and enforced in accordance with the laws of Denmark. Any dispute, controversy or claim arising out of, or in connection with this Agreement or the breach, termination or validity thereof, which cannot be resolved by good faith discussions between the Parties shall be submitted to the Danish Institute of Arbitration (Copenhagen Arbitration). Place of arbitration shall be Copenhagen, Denmark and English shall be the language used during the proceedings.

6.5 Whether or not the transactions contemplated hereby are consummated, the Parties hereto shall pay their own respective expenses.

6.6 If at any time subsequent to the date hereof, any provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement. The Parties agree that any provision held to be illegal, void or unenforceable shall be deemed automatically amended so as to be enforceable to the maximum extent allowable under applicable law.

6.7 The Exhibit to this Agreement constitutes an integral part of this Agreement and is hereby incorporated into this Agreement by this reference.

6.8 The Parties covenant and agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each of the Parties shall execute and deliver any further legal instruments and perform such acts which are or may become necessary to effectuate the purposes of this Agreement.

6.9 Nothing contained in or relating to this Agreement shall constitute or be deemed to constitute a partnership or joint venture among the Parties thereto.

Made in three (3) original copies

On the 22nd day of October 2004

DANISCO USA INC.

DANISCO A/S

By: 

Title: President

By: 

Title: Executive Vice Presidents

EXHIBIT 1 (Page 1 of 4)
PATENTS AND PATENTS APPLICATIONS
and foreign filings related thereto

<u>PATENT REG. OR FILING NUMBER</u>	<u>TITLE/DESCRIPTION OF PATENT</u>	<u>CURRENT OWNER</u>
Non Rens.	PROCESSED CHEESE FOOD PRODUCTS HAVING IMPROVED MOISTURE RETENTION	Rhodia Inc
Non Rens.	IMMERSION TUBE ANTIMICROBIAL TREATMENT	No mention of the identity of the owner
US 60/302,761	METHOD FOR TREATING AN ANIMAL CARCASS CPA: FI/AVGD (0302U9)	Rhodia Inc
US 10/248,509	APPLICATION OF ANTIMICROBIAL AGENT CPA: FI/AVGD (0302U9)	Rhodia Inc
US 10/064,405	POST-EVISCERATION PROCESS AND APPARATUS CPA: FI/AVGD (0302U9)	Rhodia Inc
US 07/308,357	PROCESS FOR TREATING POULTRY CARCASSES TO CONTROL SALMONELLAE GROWTH CPA: FI/AVGD (0302U9)	Rhodia Inc., Rhone Poulenc Inc., Stauffer Chemical cie
US 00/499,696	EXTENSIVELY DEPOLYMERIZED GUAR AS A BULKING AGENT FOR FOODS CPA: CL/RHCHIM (0901U19)	Hi Tek Polymer Inc., Rhone Poulenc Inc., Stein Hall & Co Inc.
US 07/712,245	PROCESS FOR TREATING RED MEAT TO CONTROL BACTERIAL CONTAMINATION AND/OR GROWTH CPA: FI/AVGD (0302U9)	Rhodia Inc
US 07/937,081	POULTRY WASHING APPARATUS AND METHOD CPA: FI/AVGD (0302U9)	Rhodia Inc, Rhone Poulenc specialty chemicals co
US 07/966,783	CONSERVATION OF ORTHOPHOSPHATE WASTE CPA: FI/AVGD (0302U9)	Rhodia Inc, Rhone Poulenc Inc., Rhone Poulenc specialty chemicals co
US 08/171,795	PROCESS FOR TREATING POULTRY CARCASSES TO INCREASE SHELF-LIFE CPA: FI/AVGD (0302U9)	Rhodia Inc, Rhone Poulenc Inc., Rhone Poulenc specialty chemicals co
US 08/578,765	TRAVELING BACKWASH MANIFOLD FOR A CENTRIFUGE CPA: FI/AVGD (0302U9)	Rhodia Inc.

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Exhibit 1 Page 2 of 4
Title/Description of Patent

Patent Reg. Or Filing Number	Title/Description of Patent	Current Owner
US 08/618,635	PROCESS FOR TREATING RED MEAT, POULTRY AND SEAFOOD TO CONTROL BACTERIAL CONTAMINATION AND/OR GROWTH CPA: FI/AVGD (0302U9)	Rhodia Inc., Rhone Poulenc Inc.
US 08/749,227	APPARATUS AND METHOD FOR CLEANING POULTRY CPA: FI/AVGD (0302U9)	Rhodia Inc., Rhone Poulenc Inc.
US 08/989,273	APPARATUS AND METHOD FOR CLEANING POULTRY CPA: FI/AVGARD (0302U9)	Rhodia Inc.
US 10/064,809	PROCESS AND COMPOSITION FOR TREATING PSE MEAT OR MEAT WITH REDUCED FUNCTIONALITIES CPA: FI/MEAT (0302U13)	Rhodia Inc.
US 60/403,552	ANIMAL PROTEIN-CONTAINING FOOD PRODUCTS HAVING IMPROVED MOISTURE RETENTION CPA: FI/MEAT (0302U13)	Rhodia Inc.
US 60/436,132	METHOD FOR TREATING PROCESSED FOOD PRODUCTS CPA: FI/MEAT (0302U13)	Rhodia Inc.
US 60/488,898	IMPROVED YIELD AND SHELF LIFE FOR MEATS CPA: FI/MEAT (0302U13)	Rhodia Inc.
US 00/908,128	INCREASED SHELF LIFE FOR REFRIGERATED FISH	Rhodia Inc., Rhone Poulenc basic chemicals co, Rhone Poulenc specialty chemicals co, Stauffer chemical company
US 10/328,283	FOOD PRODUCT WITH ANTI-BROWNING AGENT AND METHOD OF MAKING THE SAME CPA: FI/SAVORY (0302U15)	Rhodia Inc.
US 60/519,894	REDUCTION OF BLACK BONE DEFECTS IN MEAT CPA: FI/SAVORY (0302U15)	Rhodia Inc.
US 08/360,487	A REDUCED VISCOSITY, LOW ASH MODIFIED GUAR AND PROCESS FOR PRODUCING SAME CPA: FI/SAVORY (0302U15)	Rhodia Inc., Rhone Poulenc Inc.
US 08/579,030	FAST HYDRATING DUST-FREE XANTHAN GUM CPA: FI/SAVORY (0302U15)	Rhodia Inc.
US 08/971,067	USE OF LIQUID CARBOHYDRATE FERMENTATION PRODUCT IN FOODS CPA: FI/SAVORY (0302U15)	Rhodia Inc.
Non-pens.	ACID-INDUCIBLE PROMOTERS FOR GENE EXPRESSION	
US 06/574,369	ENZYME PREPARATION FOR ACCELERATING THE AGING PROCESS OF CHEESE	Marschall dairy division of miles lab, Rhodia Inc., Rhone Poulenc Inc.

Exhibit I Page 3 of 4

Patent Reg. Or Filing Number	Title/Description of Patent	Current Owner
US 06/719,895	PROCESS FOR PRESERVING ACID PRODUCING BACTERIA AND COMPOSITIONS PRODUCED THEREBY	Marschall dairy division of miles lab, Rhodia Inc., Rhone Poulenc Inc.
US 06/733,328	USE OF STABILIZING AGENTS IN CULTURE MEDIA FOR GROWING ACID PRODUCING BACTERIA	Rhodia Inc.
US 07/214,027	STABILIZATION OF MICROBIAL RENNET	Rhodia Inc., Rhone Poulenc Inc.
US 07/052,254	BULK STARTER MEDIUM	Nordica international Inc.
US 06/606,155	ACID SOLUBLE ANNATTO COLORANT IN A POWDERED FORM	Rhodia Inc.
US 07/567,630	LIQUID LIPASE FROM ANIMAL ORIGIN AND METHOD OF PREPARATION	Rhodia Inc.
US 60/054,932	PROCESS FOR THE UNIFORM COLORATION OF CHEESE	Rhodia Inc., Rhone Poulenc Inc.
US 60/305,114	FOOD-TREATING COMPOSITION HAVING BACTERIOSTATIC AND BACTERICIDAL ACTIVITY AND PROCESS FOR TREATING FOOD THEREWITH CPA: FOODPROTECT (0306U)	Rhodia Inc.
US 60/143,913	AN ANTIBACTERIAL COMPOSITION FOR CONTROL OF GRAM POSITIVE BACTERIA IN FOOD APPLICATIONS CPA: FOODPROTECT (0306U)	Rhodia Inc.
US 07/998,216	INLAID DAIRY PRODUCTS AND PROCESSES CPA: FOODPROTECT (0306U)	Rhodia Inc, Rhone Poulenc specialty chemicals co
US 60/027,937	FOODS INCLUDING ANTIMYCOTIC AGENT CPA: FOODPROTECT (0306U)	Rhodia Inc., Rhone Poulenc Inc.
US 60/112,393	BROAD-RANGE ANTIBACTERIAL COMPOSITION AND PROCESS OF APPLYING TO FOOD SURFACES CPA: FOODPROTECT (0306U)	Rhodia Inc.
US 07/901,331	DIETARY FIBER COMPOSITIONS FOR USE IN COMMINUTED MEATS	Rhodia Inc., Rhone Poulenc Inc.
US 07/901,464	PROCESS TO PREPARE A THERMALLY IRREVERSIBLE FAT-REPLACER FOR USE IN MEAT PRODUCTS	Rhodia Inc.
US 07/969,698	INHIBITION OF FOOD PATHOGENS BY HOP ACIDS CPA: FOODPROTECT (0306U)	Rhodia Inc., bio technical resources lp

Exhibit I Page 4 of 4

Patent Reg. Or Filing Number	Title/Description of Patent	Current Owner
US 60/145,753	NOVEL HOPS ACID ANTIBACTERIAL COMPOSITIONS CPA: FOODPROTECT (0306U)	Rhodia Inc.
US 07/086,155	METHOD FOR CONTROLLING THE CONCURRENT GROWTH OF TWO OR MORE LACTIC ACID PRODUCING BACTERIA GRAM NEGATIVE ANTIBACTERIAL COMPOSITION	Rhodia Inc.
US 60/117,987	CPA: FOODPROTECT (0306U)	Rhodia Inc.
US 00/499696	Extensively Depolymerized Guar as a Bulking Agent for Foods.	Hi Tek polymer Inc., Rhône Poulenc Inc., stein hall & co Inc.
NC	Identification of Lactobacillus acidophilus strains using a SPIDR (Spacers interspersed direct repeats) locus	Rhodia Inc.
TBD	REDUCED-FAT, READY-TO-EAT FOOD ITEM	Rhodia Inc, Quaker oats cie
TBD	REDUCED FAT, READY-TO-EAT CEREAL	Rhodia Inc, Quaker oats cie
TBD	PROCESS FOR TREATING WATER-SOLUBLE DIETARY FIBER WITH BETA-GLUCANASE	Rhodia Inc, Quaker oats cie
TBD	BETA-GLUCAN PROCESS, ADDITIVE AND FOOD PRODUCT	Rhodia Inc, Quaker oats cie
TBD	LACTOBACILLUS ACIDOPHILUS NUCLEIC ACID SEQUENCES ENCODING PROTEASE HOMOLOGUES AND USES THEREFORE	Rhodia Inc, North Carolina state university
TBD	LACTOBACILLUS ACIDOPHILUS NUCLEIC ACID SEQUENCES ENCODING STRESS-RELATED PROTEINS AND USES THEREFORE	Rhodia Inc, North Carolina state university
TBD	LACTOBACILLUS ACIDOPHILUS NUCLEIC ACID SEQUENCES ENCODING CARBOHYDRATE UTILIZATION-RELATED PROTEINS AND USES THEREFORE	Rhodia Inc, North Carolina state University