

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SOLAE HOLDINGS LLC	04/01/2003

RECEIVING PARTY DATA

Name:	SOLAE, LLC
Street Address:	PO BOX 88940
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63188

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	5505946
Patent Number:	5097017
Patent Number:	5217717
Patent Number:	5338547
Patent Number:	5376373

CORRESPONDENCE DATA

Fax Number: (314)982-2424

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

Phone: 314-982-3040

Email: swest@solae.com

Correspondent Name: Sheri West

Address Line 1: PO BOX 88940

Address Line 4: ST. LOUIS, MISSOURI 63188

NAME OF SUBMITTER:

Holly M. Amjad

Total Attachments: 1

PATENT

500048727

REEL: 016500 FRAME: 0185

CH \$200.00 5505946

INSTRUMENT OF ASSIGNMENT

Pursuant to that certain Contribution Agreement, made effective as of the Effective Time (the "**Agreement**"), by and between Solae Holdings LLC, a Delaware limited liability company ("**Holdings**"), and Solae, LLC, a Delaware limited liability company ("**Solae**"), for good and valuable consideration received by Holdings from Solae, the sufficiency of which is hereby acknowledged, Holdings does hereby grant, convey, assign, transfer and deliver unto Solae, its successors and assigns, all of the Contributed Assets, free and clear of all Liens (except for Permitted Liens), intending hereby to convey all of the right, title and interest of Holdings therein; provided, however, as to any lease, contract, agreement, permit or other authorization included in the Contributed Assets which cannot be sold, transferred, assigned, conveyed or delivered effectively without the consent of a third party, which consent has not been obtained, this Instrument of Assignment shall be of no force or effect until such requisite consent is obtained, whereupon this Instrument of Assignment shall become of full force and effect with respect thereto; and provided, further, that Holdings shall use its commercially reasonable best efforts to provide Solae the benefits of such lease, contract, agreement, permit or other authorization.

Holdings hereby covenants and agrees to and with Solae, its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to, Solae, its successors and assigns, all such further acts, deeds, transfers, assignments, conveyances, powers of attorney and assurances that may be reasonably requested by Solae for the better granting, conveying, assigning, transferring, delivering, assuring and confirming to Solae, its successors or assigns, of any or all of the Contributed Assets. Nothing herein shall be deemed to expand, diminish or otherwise affect the rights or obligations of the parties set forth in the Agreement.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

This Instrument of Assignment shall be binding upon the successors and assigns of Holdings and shall inure to the benefit of the successors and assigns of Solae.

IN WITNESS WHEREOF, Holdings has caused this Instrument of Assignment to be duly executed and delivered this 1st day of April, 2003.

SOLAE HOLDINGS LLC

By: Joseph M. Faralli

Name: Joseph M. Faralli

Title: Authorized Signatory / Manager