

g/b/k

09-07-2005



PATENT

IN THE UNITED STATES 103075681

ICE

IN RE APPLICATION OF : Bender

FOR : **ANIMAL PROTEIN-CONTAINING FOOD PRODUCTS HAVING IMPROVED MOISTURE RETENTION**

SERIAL NO. : 10/639,821

FILED : August 13, 2003

GROUP ART UNIT : 1761

CONFIRMATION NO. : 7880

ATTORNEY DOCKET NO. : RD02041/DANI 2 00016

Cleveland, Ohio 44114-2518
 August 29, 2005

ASSIGNMENT TRANSMITTAL LETTER

U.S. Patent and Trademark Office
 Mail Stop Assignment Services Division
 P.O. Box 1450
 Alexandria, VA 22314

09/07/2005
 10/639,821

Dear Sir:

Please record the attached original document or copy thereof.

1. Name of Party conveying an interest:

Rhodia, Inc.
 259 Propsect Plains Road
 Cranbury, New Jersey 08259

2. Name of Party receiving an interest:

Danisco USA Inc.
 201 New Century Parkway
 New Century, Kansas 66031

CERTIFICATE OF MAIL

I hereby certify that this Assignment and accompanying papers are being deposited with the United States Postal Service as first class mail in an envelope with sufficient postage addressed to U.S. Patent and Trademark Office, Mail Stop Assignment Services Division, P.O. Box 1450, Alexandria, VA 22313-1450 on August 29, 2005.

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(40.00 DP)

Georgien Sonntag

 Georgien B. Sonntag

PATENT

REEL: 016941 FRAME: 0782

BILL OF SALE OF ASSETS AND OF ASSUMPTION OF LIABILITIES

PREAMBLE

This bill of sale of assets and of assumption of liabilities (the "Bill of Sale") is made as of this May 28, 2004, by Rhodia Inc., a company incorporated under the laws of the State of Delaware, USA, whose head office is at CN 7500, 259 Prospect Plains Road, Cranbury, New Jersey, USA (the "Seller") and Danisco USA Inc., a company incorporated under the laws of the State of Missouri, USA, whose head office is at 201 New Century Parkway, New Century Kansas 66031 (the "Buyer") and together with Seller hereinafter sometimes also referred to as the "Parties" and individually as a "Party").

WHEREAS, Rhodia SA, a *société anonyme*, incorporated and operating under the laws of France, whose registered office is located 26, quai Alphonse Le Gallo, 92512 Boulogne-Billancourt, France, registered under number 352 170 161 RCS Nanterre, the ultimate parent of Seller ("Parent"), has entered into that certain Share and Asset Purchase Agreement dated as of March 10, 2004 (the "Share and Asset Purchase Agreement"), by and between Parent and Danisco A/S, a company incorporated under the laws of Denmark, whose head office is at Langebrogade 1, Po Box 17, DK-1001, Copenhagen, Denmark ("Danisco"), pursuant to which Parent and its Affiliates, including Seller, agreed to sell and transfer the Food Business to Danisco;

WHEREAS, Seller owns the Assets and desires to sell and transfer, on a going concern basis, the Assets and the Assumed Liabilities to Buyer; and

WHEREAS, Buyer desires to purchase, acquire and assume, on a going concern basis, the Assets and the Assumed Liabilities;

NOW, THEREFORE, the Parties agree as follows in this Bill of Sale:

1. Defined Terms.

For the purpose of this Bill of Sale:

"Assets" shall mean all the assets owned by Seller and used exclusively or primarily to conduct the Food Business, as currently conducted, as the same shall exist as of the Closing Date, including without limitation the assets described in Exhibit 1 hereto.

"Food Business" shall mean the activity consisting in the research and development, and/or manufacturing and/or sale of lactic cultures, molds, enzyme coagulants, culture media, annatto colors, food protection systems, xanthan gums (food applications only), guar gums (food applications worldwide), locust bean gums and hydrocolloids systems.

"Liens" shall mean any lien, security interests, claims, prior assignments, mortgages, charges, pledges, conditional sales contracts, collateral security arrangements and other title retention arrangements, restrictions (including, in the case of real property, rights of way, use restrictions, and other reservations or limitations of any nature) or encumbrances whatsoever.

"Permitted Liens" shall mean (i) current real estate Taxes or governmental charges or levies which are a Lien but not yet due and payable, and (ii) Liens which consist of minor imperfections of title, if any, none

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of which are substantial in amount, or materially detract from the value or impair the use of the property subject thereto or the operation of the Assets and which have arisen only in the ordinary and normal course of business consistent with past practice.

"Reference Accounts" shall mean the pro forma balance sheet and statement of income of the Food Business as of December 31, 2003.

"Retained Names" shall mean "Rhodia" and "Rho" names, domain names or logo or names, domain names or logo of similar import for which Buyer shall not acquire any right of use.

"Tax" means all net income, gross income, gross receipts, sales, use, *ad valorem*, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property or windfall profits taxes, customs duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any domestic or foreign taxing authority.

All capitalized terms used and not defined herein shall have the meaning set forth in the Share and Asset Purchase Agreement.

2. Conveyance of Assets - Assumption of Liabilities.

2.1 Purchase and Sale of the Assets. Subject to Section 2.2, at the Closing and effective as of the Closing Date, Buyer hereby purchases and acquires from Seller, and Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, on a going concern basis, free and clear of all Liens other than Permitted Liens, the Assets.

2.2 Retained Assets. Buyer shall not purchase or acquire and shall in no way be construed to have purchased or acquired (or to be obligated to purchase or to acquire) any interest whatsoever in any asset owned by Seller other than the Assets including, without limitation, the assets described in Exhibit 2.2 hereto, (collectively, the "Retained Assets").

2.3 Assumption of Liabilities. Except as provided in Section 2.4, Buyer shall assume, at the Closing and effective as of the Closing Date, and shall thereafter pay, perform and discharge as and when due all the liabilities and obligations of Seller to the extent such liabilities are directly related to the Assets and/or to the Food Business, and are described in Exhibit 2.3 (collectively, the "Assumed Liabilities").

2.4 Retained Liabilities. Seller shall retain and Buyer shall not assume or be responsible or liable in any way with respect to: (i) any liabilities and obligations of Seller relating to, or arising out of, the Retained Assets; and (ii) all liabilities and obligations of Seller relating to any litigation, suit, claims or proceedings arising out of, or in connection with the Assets or the Food Business pending as of the Closing Date.

3. Purchase Price. In full consideration of the sale and transfer of the Assets and assumption of the Assumed Liabilities, but subject to the adjustment, if any, required by Section 4, Danisco (on behalf of Buyer) shall pay to Seller the amount of EUR 84,672,431, excluding all applicable Taxes (the "Purchase Price").

4. Adjustment to the Purchase Price. The Purchase Price shall be subject to adjustment, after the Closing Date, under the conditions set forth in the Share and Asset Purchase Agreement.



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5. Conformance with the Share and Asset Purchase Agreement. This Bill of Sale is neither intended to convey any greater or lesser rights with respect to the Assets and the Assumed Liabilities that the Seller is selling, transferring, conveying and assigning to Buyer than are described in and contemplated by the Share and Asset Purchase Agreement nor to provide for any additional representations or warranties than are described in and contemplated by the Share and Asset Purchase Agreement, and in the event of any ambiguity or conflict between any of the terms hereof and the Share and Asset Purchase Agreement, the terms of the Share and Asset Purchase Agreement shall prevail. Nothing contained in this Bill of Sale shall be deemed to amend any provision of the Share and Asset Purchase Agreement. Any issue arising out of or in connection with this Bill of Sale not addressed in this Bill of Sale shall be determined in accordance with the terms of the Share and Asset Purchase Agreement.

6. Assignment. The Bill of Sale and the covenants and agreements set forth herein shall be binding upon and inure to the benefit of the successors-in-interest and permitted assigns of each Party hereto. No rights, obligations or liabilities hereunder shall be assignable by any Party without the prior written consent of the other Party.

7. Further Actions. At any time or from time to time after the date hereof, the Parties shall execute and deliver such instruments, certificates and documents and take such other actions as may be required to effect the transfer to Buyer of the Assets and the assumption by Buyer of the Assumed Liabilities contemplated by this Bill of Sale and the Share and Asset Purchase Agreement.

8. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of France, without giving effect to its conflicts of laws rules and regulations.

9. Jurisdiction. All disputes arising out of, or in connection with, this Bill of Sale shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration place shall be Paris and the arbitration shall be conducted in the English language (provided that documentary evidence in French shall be admissible without translation into English).

10. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing (either in the French or English language) and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or if sent by facsimile transmission with confirmation of receipt addressed as follows or to such other address as the Parties shall have given notice of pursuant hereto:

To Seller: Rhodia Inc.
CN 7500, 259 Prospect Plains Road,
Cranbury, NJ 08512
Attn: Myron Galuskin, President and CEO

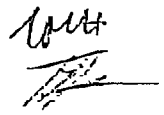
With a copy to: Rhodia Inc.
CN 7500, 259 Prospect Plains Road
Cranbury, NJ 08512
Attn: John Donahue, Senior VP and General Counsel

To Buyer: Danisco USA Inc.
Attn: General Counsel, Legal Department
440 Saw Mill River Rd.
Ardsley, NY 10502-2605

With a copy to: Danisco USA Inc.
Attention: President
201 New Century Parkway
New Century Kansas 66031

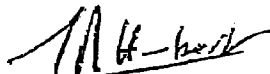
Any party by written notice to the other given in accordance with this Section 10 may change the address or the persons to whom notices or copies thereof shall be directed.

[SIGNATURES ON NEXT PAGE]


A handwritten signature in black ink, appearing to be 'D. Young', with a horizontal line underneath.

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale this 28 day of May, 2004.

RHODIA INC.

By: 
Name: J. D. HUBERT
Title: Power of attorney

DANISCO USA INC.

By: 
Name: KELLY J. DECKER
Title: VICE PRESIDENT

**EXHIBIT 1
ASSETS**

The Assets shall include without limitation all assets, properties, rights, contracts and other interests, whether tangible or intangible, owned by Seller and exclusively or primarily used to conduct the Food Business (but excluding the Retained Assets such as trade receivables and trade payables) as such is currently conducted including without limitation:

- (a) Prepays. All prepaid expenses, advance payments, deposits, surety accounts and other similar assets, including, without limitation, prepaid deposits with suppliers and utilities;
- (b) Inventory. All inventories of reagents, goods, raw materials, supplies, parts, spare parts and maintenance parts;
- (c) Fixed Assets. The tangible personal property, plant and equipment, including without limitation, buildings, structures, fixtures, machinery and equipment, tools, maintenance machinery and equipment, computer, hardware, network equipment, office furniture and office equipment, other furnishings, trucks, automobiles and other vehicles and transportation equipment, leasehold improvements and construction-in-process;
- (d) Owned Real Property. The real property rights and interests, which consist of: (i) fee property land, (ii) all buildings, structures, and leasehold improvements located thereon and all appurtenances relating thereto, and (iii) all fixtures, machinery, apparatus or equipment affixed to said premises, including, without limitation, all of the electrical, heating, plumbing, air conditioning, air compression and all other systems located on said premises, and all other structures, fences and improvements;
- (e) Intellectual Property Rights. The trademarks, patents (including but not limited to those listed in Schedule 1(e) attached hereto and any foreign filings related thereto), trade names, know-how, intellectual property, licenses, developments, research data, designs, technology, trade secrets, test procedures, formulas and other confidential information, intellectual and similar intangible property rights, whether or not patentable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications for, and extensions, divisions and reissuances of, any of the foregoing, and rights therein;
- (f) Purchase Orders. All unfilled purchase and sale orders;
- (g) Contracts. All rights, benefits and interests in and to licenses, leases, contracts, agreements, commitments and undertakings;
- (h) Permits. All interests that are transferable in the following: Air pollution Control, Stormwater, Non-Contact Cooling Water, WPDES Land Applying Food Processing By-Product Solids, Radio Station License, Flammable and Combustible Liquids License, Food Processing Plant Licenses, HVAC License, Bioterrorism Registration, EPA Identification Number.
- (i) Goodwill; and
- (j) Records. All books and records (including but not limited to customer lists and information) of Seller to the extent exclusively relating to the Food Business.

[Handwritten signature]
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EXHIBIT 2.2
RETAINED ASSETS

For purposes of this Bill of Sale, "Retained Assets" shall mean those assets owned by Seller and not exclusively or primarily used to conduct the Food Business as it is currently conducted, including the following:

- (a) the Retained Names.
- (b) Retained Industrial and Intellectual Property:
 - (i) Intellectual Property Rights including "Rhodia" or "Rho", including without limitation Rhodigel, Rhodopas, Rhodigim, Rhodocomp and Rhodoflood trademarks;
- (c) Retained Employee Plan Assets. The rights and obligations of Seller under, and any funds and property held in trust or any other funding vehicle pursuant to, any employee benefit plan or any other bonus, stock option, stock appreciation, stock purchase, severance, termination, lay-off, leave of absence, disability, workers compensation, pension, profit sharing, retirement, vacation or holiday pay, insurance, deferred compensation or other employee or welfare benefit plan, agreement or arrangement applicable to past, present or future employees of Seller and who are not transferred to Buyer pursuant to the terms of this Bill of Sale;
- (d) Corporate Records. Minute books, stock books, stock ledger and corporate seal of Seller;
- (e) Cash and Cash Equivalents. All cash, cash equivalents and bank accounts owned by Seller;
- (f) Any trade receivables and trade payables of Seller.

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EXHIBIT 23
ASSUMED LIABILITIES

Assumed Liabilities shall mean:

1. all liabilities pertaining to the Assets and/or the Food Business having an originating event after Closing.
2. all disclosed liabilities pertaining to the Assets and/or the Food Business having an originating event prior to Closing which either,
 - (i) have been properly disclosed in the Reference Accounts, or
 - (ii) have been properly disclosed by Seller prior to the date hereof, and
3. all liabilities pertaining to the Assets and/or the Food Business having an originating event prior to Closing which have not been disclosed prior to the date hereof.



SCHEDULE 1(e)
PATENTS AND PATENTS APPLICATIONS
and foreign filings related thereto

Patent Reg. Or Filing Number	Title/Description of Patent	Current Owner
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: GL/RHCHIM (0901U19)	Hi Tek Polymer Inc., Rhone Poulenc Inc., Steinhilber & 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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Page 2 of Schedule I(e)
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-rens.	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.

[Handwritten Signature]
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US Bill of Sale
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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 BACTERISTATIC 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

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[Signature]

US Bill of Sale
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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