

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Custom Industries USA, Inc.	03/03/2006
RECEIVING PARTY DATA	
Name:	Kerry Group Services Ltd.
Street Address:	Prince's Street
City:	Tralee, County Kerry
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6514549
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Margaret A. O'Connor
Address Line 1:	P.O. Box 2828
Address Line 2:	Mayer, Brown Rowe & Maw LLP
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ATTORNEY DOCKET NUMBER:	05141030
NAME OF SUBMITTER:	Margaret A. O'Connor
Total Attachments: 6 source=05141030 Patent Assignment#page1.tif source=05141030 Patent Assignment#page2.tif source=05141030 Patent Assignment#page3.tif source=05141030 Patent Assignment#page4.tif source=05141030 Patent Assignment#page5.tif	

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “**Assignment**”) is made as of the 3rd day of March, 2006, by CUSTOM INDUSTRIES USA, INC., a Delaware corporation (“**Assignor**”) to KERRY GROUP SERVICES LTD., a Republic of Ireland corporation (“**Assignee**”).

WHEREAS, Assignor has entered into an Asset Purchase Agreement, dated as of March 3, 2006 (the “**Asset Purchase Agreement**”), by and among Assignor, Cosun Food Ingredients Canada, Inc., and Custom Industries Canada Corp., as Sellers, and Koninklijke Cooperatie Cosun, UA, and the Assignee, Kerry Group Services International, Ltd., Kerry (Canada) Inc. and Kerry Inc., as Buyers, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase, among other things, certain Intellectual Property (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignor is willing, in connection with certain transactions being consummated as of the date hereof, to assign to Assignee all of Assignor’s right, title and interest in and to the U.S. patents and patent applications listed on Schedule A attached hereto (the “**Patent**”); and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in, to and under said Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, all of Assignor’s right, title and interest in, to and under the Patent and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and all applications for Letters Patent which may hereafter be filed for said Patents in any country or countries foreign to the United States.

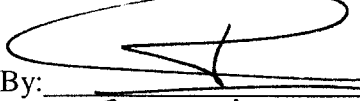
Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Patent (as shown on Schedule A) and all other rights hereby conveyed.

This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns. Neither Assignor nor Assignee may assign either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written approval of Assignor and Assignee; provided, however, that Assignee may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates and (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Assignee nonetheless shall remain responsible for the performance of all of its obligations hereunder).

IN WITNESS WHEREOF, each party has caused this Assignment to be executed on its behalf by a duly authorized representative as of the above date.

**ASSIGNOR:**

**CUSTOM INDUSTRIES USA, INC.**

By: 

Name: Tom Overboom

Title: Authorized Representative

**ASSIGNEE:**

**KERRY GROUP SERVICES LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each party has caused this Assignment to be executed on its behalf by a duly authorized representative as of the above date.

**ASSIGNOR:**

**CUSTOM INDUSTRIES USA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**KERRY GROUP SERVICES LTD.**

By: William R. Coole  
Name: William R. Coole  
Title: Authorized Representative

State of Illinois  
County of Cook

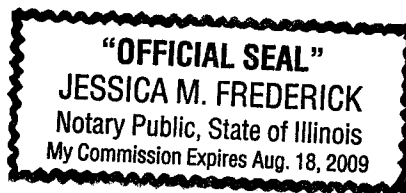
This 3rd day of March, 2006, Tom Overboom personally came before me, a Notary Public for said County and State, who being by me duly sworn, says that he/she is Authorized Representative of Custom Industries USA, Inc., a Delaware corporation, and that said writing was signed and sealed by him/her on behalf of said corporation by its authority duly given, and he/she acknowledged the said writing to be the act and deed of the corporation.

WITNESS my hand and notarial seal.

Jessica M. Frederick  
Notary Public

My commission expires Aug 18, 2009.

[SEAL]



State of \_\_\_\_\_  
County of \_\_\_\_\_

This \_\_\_\_ day of March, 2006, \_\_\_\_\_ personally came before me, a Notary Public for said County and State, who being by me duly sworn, says that he/she is an Authorized Representative of Kerry Group Services Ltd., a Republic of Ireland corporation, and that said writing was signed and sealed by him/her on behalf of said corporation by its authority duly given, and he/she acknowledged the said writing to be the act and deed of the corporation.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

[SEAL]

State of \_\_\_\_\_  
County of \_\_\_\_\_

This \_\_\_\_ day of March, 2006, \_\_\_\_\_ personally came before me, a Notary Public for said County and State, who being by me duly sworn, says that he/she is \_\_\_\_\_ of Custom Industries USA, Inc., a Delaware corporation, and that said writing was signed and sealed by him/her on behalf of said corporation by its authority duly given, and he/she acknowledged the said writing to be the act and deed of the corporation.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

[SEAL]

State of WISCONSIN  
County of ROCK

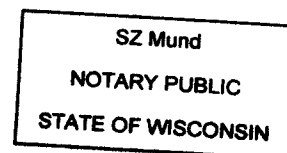
This 3rd day of March, 2006, William Coole personally came before me, a Notary Public for said County and State, who being by me duly sworn, says that he/she is an Authorized Representative of Kerry Group Services Ltd., a Republic of Ireland corporation, and that said writing was signed and sealed by him/her on behalf of said corporation by its authority duly given, and he/she acknowledged the said writing to be the act and deed of the corporation.

WITNESS my hand and notarial seal.

SZ Mund  
Notary Public

My commission expires 01/03/2010.

[SEAL]



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**Schedule A**

U.S. Patent No. 6,514,549 B1 for Color-Altering Food Product.