

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
The CIT Group/Business Credit	05/01/2006
RECEIVING PARTY DATA	
Name:	Milk Specialties Company
Street Address:	Illinois and Water Streets
City:	Dundee
State/Country:	ILLINOIS
Postal Code:	60118
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6033689
CORRESPONDENCE DATA	
Fax Number:	(608)283-2275
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(608) 257-3501
Email:	kateelin@michaelbest.com
Correspondent Name:	Kelly Teelin
Address Line 1:	1 S. Pinckney St., Ste. 700
Address Line 2:	Michael Best & Friedrich LLP
Address Line 4:	Madison, WISCONSIN 53703
ATTORNEY DOCKET NUMBER:	096646-0111
NAME OF SUBMITTER:	Kelly A. Teelin
Total Attachments: 3	
source=M 8.4-7 (B0768806)#page1.tif	
source=M 8.4-7 (B0768806)#page2.tif	
source=M 8.4-7 (B0768806)#page3.tif	

OP \$40.00 6033689

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made this 1st day of May, 2006, by The CIT Group/Business Credit, Inc., a New York corporation, successor by merger to The CIT Group/Credit Finance, Inc., a Delaware corporation ("CIT Group").

WITNESSETH:

WHEREAS, Milk Specialties Company, Inc., a Delaware corporation ("MSC"), a/k/a Milk Specialties Corporation, CIT Group and MS Bioscience, Inc. (now merged into MSC) entered into that certain Loan and Security Agreement, dated March 26, 1998, evidencing the extension by CIT Group of loans and other financial accommodations (the "Loans") to MSC;

WHEREAS, as partial security for the Loans, MSC granted a security interest in and to all general intangibles, including registered and unregistered Patents (as defined below) of MSC to CIT Group; and

WHEREAS, the Loans were previously fully satisfied and CIT Group desires to release its security interest in the Patents and reassign the same to MSC.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. CIT Group hereby releases its security interest in all of MSC's right, title and interest in and to those patents listed on Exhibit A, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv) of this subparagraph, are herein referred to as the "Patents");

2. CIT Group hereby reassigns, grants and conveys to MSC, without any representation, warranty, recourse or undertaking by CIT Group, all of CIT Group's rights, title and interest, in and to the Patents.

3. Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Wisconsin.

4. Signatures. This Agreement may be executed in facsimile copy with the same binding effect as the original.

[Signature Page Follows]

IN WITNESS WHEREOF, CIT Group has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

THE CIT GROUP/BUSINESS CREDIT, INC.,
successor by merger to THE CIT GROUP/CREDIT
FINANCE, INC.

By:  _____

Name: Brian R. St. James
Title: Vice President

[Signature Page to Release and Reassignment]

EXHIBIT A

Patents

Patent No.
6,033,689

Q:\client\096646\0111\B0768568.1