

# 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, LLC	05/05/2006
RECEIVING PARTY DATA	
Name:	Archer -Daniels- Midland Company
Street Address:	4666 East Faries Parkway
City:	Decatur
State/Country:	ILLINOIS
Postal Code:	62526
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6015785
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412 355-6719
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ATTORNEY DOCKET NUMBER:	050143CIPC ON/NHN.0078.US
NAME OF SUBMITTER:	David Schramm
<p>Total Attachments: 5</p> <p>source=PI-#1572813-v1-Assignment_050143CIPCON_NHN_0078_US02_(176807-1_05_11_2006_09_16_45_AM)#page1.tif</p> <p>source=PI-#1572813-v1-Assignment_050143CIPCON_NHN_0078_US02_(176807-1_05_11_2006_09_16_45_AM)#page2.tif</p> <p>source=PI-#1572813-v1-Assignment_050143CIPCON_NHN_0078_US02_(176807-1_05_11_2006_09_16_45_AM)#page3.tif</p>	

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**PATENT**

**500102927**

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source=PI-#1572813-v1-Assignment\_050143CIPCON\_NHN\_0078\_US02\_(176807-1\_05\_11\_2006\_09\_16\_45\_AM)#page5.tif

**EXHIBIT H  
TO ASSET PURCHASE AND SALE AGREEMENT**

**FORM OF  
PATENT ASSIGNMENT**

**WHEREAS Solae, LLC**, a Delaware limited liability company (“ASSIGNOR”) is the owner of all right, title and interest in and to the United States and foreign patents and the patent applications that are identified in the attached Schedule A (all of the aforesaid patents hereinafter collectively referred to as the “Patents”) and all of the aforesaid patent applications hereinafter collectively referred to as the “Applications”) and is the owner of all right, title and interest in and to the inventions and improvements disclosed in the Patents and Applications; and

**WHEREAS, Archer Daniels Midland Company**, a Delaware corporation (“ASSIGNEE”) is desirous of acquiring all interest in, to and under the Patents and Applications and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, ASSIGNOR does hereby sell, assign, transfer, set over and convey, unto the ASSIGNEE, ASSIGNEE’s successors, legal representatives and assigns, all right, title and interest, in the United States and any and all foreign countries, in and to the Patents and Applications, including, without limitation:

(i) all confirmations, divisions, renewals, extensions, reissues, continuations, continuations-in-part, substitutes, amendments and modifications (including reexamination amendments), certificates, utility models and additions, either currently pending or that may at any time be applied for or granted with respect to said Patents and Applications and in and to any

and all Letters Patent of the United States and any foreign country which may be granted for the Applications and any and all current or future U.S. or foreign patent or application which claims priority to any of the Patents or Applications or which claims priority to any of the priority applications of the Patents or Applications;

(ii) Any and all patents and patent applications currently owned or licensed by Solae relating directly and specifically to the production, composition, making, using, synthesizing, manufacturing, extracting, processing, purifying and sale of soy isoflavones; *provided, however,* that in no event shall Patents or Applications include or be deemed include any patents or patent applications currently owned or licensed by Solae relating to the production, composition, making, using, synthesizing, manufacturing, extracting, processing, purifying and sale of soy protein;

(iii) all right, title and interest in the inventions and improvements disclosed in the Patents and Applications, and in the inventions and improvements disclosed in the patents and applications described in (i) and (ii) above;

(iv) all rights of ASSIGNOR to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), in the United States and anywhere throughout the Universe, for any past, present or future infringement, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to, any of the Patents and Applications, or of the patents and applications described in (i) and (ii) above, or any license, agreement, contract or other matter relating thereto; and

(v) ASSIGNOR's entire right, title, interest, and privileges and immunities, under any treaty or convention relating to any of the Patents and Applications, or of the patents and applications described in (i) and (ii) above, including, without limitation, all rights of priority, the

right to file foreign patent applications and license recordations. Such right, title and interest in and to the Patents and Applications shall be held and enjoyed by ASSIGNEE, its successors, legal representatives and assigns, as fully, entirely and exclusively as the same would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

This Assignment is effective as of the date hereof. ASSIGNOR agrees to promptly execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, powers and other appropriate documentation, and to promptly take such actions as are reasonable and necessary, at the sole expense of ASSIGNEE, to enable ASSIGNEE to effectuate, validate and record this Assignment with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which any of the Patents and Applications are or may be registered, pursuant to the terms, conditions and time periods prescribed by the relevant laws and regulations of the United States and the relevant jurisdictions.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the Patents and Applications, and of the patents and applications described in (i) and (ii) above, are or may be registered to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the Patents and Applications, and of the patents and applications described in (i) and (ii) above, and to issue to ASSIGNEE, its successors, legal representatives and assigns, patent registrations and recordations of patent rights resulting from any renewal for any existing registration of any of the Patents and Applications, and of the patents and applications described in (i) and (ii) above, in accordance with the terms of this instrument.

And Assignor covenants that it has full rights to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

**IN WITNESS WHEREOF**, Assignor has caused this instrument to be signed by a duly authorized corporate officer effective as of the 5<sup>th</sup> day of May, 2006

Solae, LLC

By: Cary A. Levitt

Name: Cary A. Levitt

Title: Vice President and General Counsel

# SCHEDULE A

## Patent Family Tree

Date: October 28, 2005

Case Number (Relationship)	Country	Title	Filing Date	Application Serial Number	Status
SP-1024B.1 (US Parent)	USA	Aglucone Isofavone Enriched Veg Protein Extract & Isolate & Process for Producing	10/31/1997	08/961,829	Issued
....SP-1024B.1-TAIWAN (Taiwan)	Taiwan	Aglucone Isofavone Enriched Veg Protein Extract & Isolate & Process for Producing	4/1/1998	87104918	Abandoned
....SP-1024B.1-RUSSIA (Russia)	Russia	Aglucone Isofavone Enriched Veg Protein Extract & Isolate & Process for Producing	4/16/1998	98107586	Issued
....SP-1024B.1-MEXICO (Mexico)	Mexico	Aglucone Isofavone Enriched Veg Protein Extract & Isolate & Process for Producing	5/6/1998	983598	Abandoned
....SP-1024B.1-CANADA (Canada)	Canada	Aglucone Isofavone Enriched Veg Protein Extract & Isolate & Process for Producing	5/12/1998	2,237,419	Abandoned
....SP-1024B.1-S._KOREA (S. Korea)	S. Korea	Aglucone Isofavone Enriched Veg Protein Extract & Isolate & Process for Producing	5/26/1998	98-18955	Issued
....SP-1024B.1-AUSTRALIA (Australia)	Australia	Aglucone Isofavone Enriched Veg Protein Extract & Isolate & Process for Producing	11/2/1998	90490/98	Issued
....SP-1024B.1-JAPAN (Japan)	Japan	Aglucone Isofavone Enriched Veg Protein Extract & Isolate & Process for Producing	11/2/1998	10-311737	Issued
....SP-1024B.1-BRAZIL (Brazil)	Brazil	Aglucone Isofavone Enriched Veg Protein Extract & Isolate & Process for Producing	11/30/1998	PI9801763-2	Abandoned
....SP-1024B.1-CHINA (China)	China	Aglucone Isofavone Enriched Veg Protein Extract & Isolate & Process for Producing	6/4/1999	98107903.2	Issued