

10-25-2006



103326662

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT

10.23.06

IN RE APPLICATION OF : Mark Smith
 FOR : CHEESE RIPENING PROCESS
 PATENT NO. : 6,649,200
 GRANTED DATE : November 18, 2003
 GROUP ART UNIT : 1761
 CONFIRMATION NO. : 6854
 ATTORNEY DOCKET NO. : DANI 8 00039

Cleveland, Ohio 44114-2518
October 19, 2006

OFFICE OF PUBLIC RECORDS
2006 OCT 23 AM 9:41
FINANCE SECTION

ASSIGNMENT TRANSMITTAL LETTER

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

Dear Sir:

Please record the attached original document or copy thereof.

1. Name of Party conveying an interest:

Danisco UK Limited
Denington Road
Wellingborough, Northamptonshire NN8 2QJ
United Kingdom

2. Name of Party receiving an interest:

Danisco A/S
Langebrogade 1,
1411 Copenhagen K
Denmark

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 October 19, 2006.

Georgen B. Sonntag
Georgen B. Sonntag

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10/24/2006 11:01 AM
01 FB:8021

PATENT

REEL: 018433 FRAME: 0810

3. Description of the interest conveyed:
 Assignment Change of Name
 Security Agreement Merger
Other _____

4. [] These documents are being filed together with a new application, the execution date of which is: _____
or
[X] These documents are being filed in connection with application 09/749,910 filed December 29, 2000.

5. Name and address of Party to whom correspondence concerning this document should be mailed:

Scott A. McCollister
FAY, SHARPE, FAGAN, MINNICH & McKEE, LLP
1100 Superior Avenue, Seventh Floor
Cleveland, Ohio 44114-2518

6. One patent application is involved.

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00
 Payment for the filing of this Assignment is authorized to be charged to a Credit Card. The appropriate form PTO-2038 is enclosed for this purpose. **If the Credit Card is unable to be charged, please charge any and all fees or credit any overpayment to Deposit Account No. 06-0308**

8. The assignment shows it was signed on: February 7, 2006.

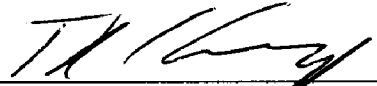
9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

10. Total number of pages enclosed: 11.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & McKEE, LLP

10/19/06
Date



Timothy R. Krogh, Reg. No. 40,688
1100 Superior Avenue, Seventh Floor
Cleveland, OH 44114-2518
(216) 861-5582

PATENT ASSIGNMENT AGREEMENT

BETWEEN

DANISCO UK LTD.

AND

DANISCO A/S

Dated 7 February, 2006

PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "Agreement") entered into this 7th day of February, 2006 by and between Danisco (UK) Ltd., a company incorporated and operating under the laws of England, whose registered office is located at Dennington Road, Wellingborough, NN8 2QJ, UK, registered under number 289267 (the "Assignor"), and Danisco A/S, a limited company incorporated and operating under the laws of Denmark, whose registered office is located at Langebrogade 1, 1411 Copenhagen K, Denmark, company registration number 11350356 (the "Assignee").

The Assignor and the Assignee shall individually be referred to as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Assignor is the owner of the IP Rights (as defined below);

WHEREAS, the rationalization of the management of the IP Rights owned by the Assignor requires such management to be made by the Assignee, in its capacity as parent company of the group of companies to which the Assignor belongs;

WHEREAS, in view of the foregoing, the Assignor is willing to sell the IP Rights to the Assignee and the Assignee is willing to purchase the IP Rights pursuant to the terms and conditions of this Agreement, and

WHEREAS, the Parties have agreed that upon implementation of this Agreement, the Assignee shall grant to the Assignor a license over all of part of the IP Rights in order for the Assignee to continue operating its business as it currently operates it.

ARTICLE 1 - DEFINITIONS

1.1 The following initially capitalized terms as used in this Agreement shall have the following meanings:

"Patents" shall mean all patents for which registrations have been obtained and all applications for, or extensions or renewals of any of the foregoing listed in Exhibit 1.

"IP Rights" shall mean the Trademarks.

ARTICLE 2 - PURPOSE

- 2.1 The Assignor hereby assigns the IP Rights to the Assignee, who accepts, all rights of ownership and use, without exception or reserve, over the IP Rights.
- 2.2 As soon as practically possible after the date of execution of this Agreement, Assignor shall transfer to Assignee all relevant documentation in its possession relating to the IP Rights (including but not limited to filings, registration certificates, letters with the relevant authorities, proof of payment of annuities, internal files, etc.).

ARTICLE 3 - EFFECT OF THE ASSIGNMENT

- 3.1 The assignment of the IP Rights shall be effective on the date of execution of this Agreement (the "Effective Date").
- 3.2 As a consequence the Assignee shall, as from the Effective Date, be vested with all rights over the IP Rights previously held by the Assignor.
- 3.3 The Assignee shall therefore hold all rights of ownership and use over the IP Rights and shall be entitled to assign them, use them, maintain them or abandon them as it wishes.
- 3.4 In case the Assignee wishes to maintain the IP Rights, it shall pay the annuities as from the Effective Date.
- 3.5 This assignment shall entail the right for the Assignee to bring legal claims for infringement of the IP Rights in respect of all acts of infringement, whether occurring prior to or after the Effective Date.
- 3.6 The execution and/or the implementation of this Agreement does not and shall not entail any transfer of business between the Assignee and the Assignor, the latter being and remaining the sole and exclusive owner of all or part of its business.

ARTICLE 4 - PRICE

- 4.1 In consideration of this assignment, the Assignee shall pay a total of one pound (£1) for the assignment of the Patents on the Effective Date of this Agreement or such other date as the Parties may agree upon.

ARTICLE 5 - WARRANTIES

- 5.1 The Assignor hereby warrant to the Assignee that as of the Effective date
- a) the Assignor has the full and unencumbered ownership to all the IP Rights,
 - b) the IP Rights are valid and in force and the Assignor is not aware of any fact which may lead to their revocation, wholly or partly, and no third party has raised or threatened to raise objections to the validity of the IP Rights,
 - c) to the best of Assignor's knowledge, no third party has violated or is violating the IP Rights,
 - d) to the best of Assignor's knowledge none of the IP Rights conflict with, or infringe upon, any third party's intellectual property right, and

- e) the Assignor has not granted any license to any third party to use any of the IP Rights nor has it otherwise permitted any such third party use.

ARTICLE 6 - FORMALITIES

6.1 The formalities relating to the assignment of the IP Rights provided for in this Agreement may be effected with all relevant registers, including without limitation the French National Patent Registry for the French Patents and the U.S. Patent Office for the American Patents. All such formalities may be effected by the Assignee who shall bear all related fees and expenses. Assignor shall give all reasonably necessary assistance to Assignee in order to achieve such formalities in the respective countries.

6.2 The registration of this Agreement with the tax administration may be effected by the Assignee who shall pay all registration duties arising therefrom.

ARTICLE 7 - GENERAL

7.1 Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows or to such other address as the Parties shall have given notice of pursuant hereto:

The Assignor: Danisco (UK) Ltd.
Denington Road
Wellingborough
NN8 2QJ
UK
Attn: President

The Assignee: Danisco A/S
Langebrogade 1
1411 Copenhagen K
Denmark
Attn: Legal Department

7.2 This Agreement and the Exhibits hereto represent the entire understanding and agreement of the Parties and supersede all prior agreements, understandings or arrangements among the Parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed by a written instrument signed by the Assignor and the Assignee, and any provision hereof can be waived only by written instrument signed by the Party against whom enforcement of such waiver is sought.

7.3 The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.4 This Agreement shall be governed by and construed and enforced in accordance with the laws of Denmark. Any dispute, controversy or claim arising out of, or in connection with

this Agreement or the breach, termination or validity thereof, which cannot be resolved by good faith discussions between the Parties shall be submitted to the Danish Institute of Arbitration (Danish Arbitration). Place of arbitration shall be Copenhagen, Denmark and English shall be the language used during the proceedings.

7.5 Whether or not the transactions contemplated hereby are consummated, the Parties hereto shall pay their own respective expenses.

7.6 If at any time subsequent to the date hereof, any provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement. The Parties agree that any provision held to be illegal, void or unenforceable shall be deemed automatically amended so as to be enforceable to the maximum extent allowable under applicable law.

7.7 The Exhibit to this Agreement constitutes an integral part of this Agreement and is hereby incorporated into this Agreement by this reference.

7.8 The Parties covenant and agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each of the Parties shall execute and deliver any further legal instruments and perform such acts which are or may become necessary to effectuate the purposes of this Agreement.

7.9 Nothing contained in or relating to this Agreement shall constitute or be deemed to constitute a partnership or joint venture among the Parties thereto.

Made in three (3) original copies

On the date first written above

DANISCO (UK) LTD.


DANISCO A/S

By:  _____

Aalbert Remijn
Director

By: _____

Søren Bjerre-Nielsen
Executive Vice President, CFO

 _____

Jesper Larsen
Financial Manager

Mogens Granborg
Executive Vice President

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Made in three (3) original copies

On the date first written above

DANISCO (UK) LTD.

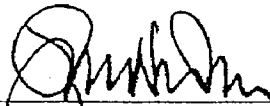
DANISCO A/S

By: _____

Aalbert Remijn
Director

Jesper Larsen
Financial Manager

By: _____


Søren Bjerre-Nielsen
Executive Vice President, CFO


Mogens Granborg
Executive Vice President

PATENT

REEL: 018433 FRAME: 0817



I, the undersigned Johnna Lund, notary public of Copenhagen, Denmark, hereby certify that

Mr. Søren Bjerre-Nielsen
and
Mr. Mogens Granborg

who proved their identity to me by presentation of **passport**, and whose respective signatures are filed in our register of signatures, and who have signed this document, are authorised to sign jointly for the public limited company pursuant to the records of the Danish Commerce and Companies Agency

DANISCO A/S

There were no conspicuous amendments or additions in the document other than those signed (initialled) by me.

In witness whereof

Copenhagen City Court, notary's office, February 8th, 2006.

Johnna Lund

Notary Public of Copenhagen, Denmark



EXHIBIT 1

PATENT PORTFOLIO

PIR		File #	Country	Priority Appln. #
500		A 02001		GB 9930546.8
publ	ord	1	EP	00985691.5
unfiled		2	FR	n.a.
unfiled	epc	3	DE	n.a.
unfiled		4	IT	n.a.
unfiled		5	GB2	n.a.
granted	pct	6	AU	22090/01
publ	ord	7	PCT	PCT/GB00/04988
granted	pct	8	NZ	519979
publ	pct	9	US	10/168,581
501		A 02002		GB 9814056.9
pending	np	1	GB	GB 9814056.9
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granted	epc	3	BE	99928120.7
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granted	ord	5	EP	99928120.7
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granted	pct	9	NZ	509605
granted	pct	10	US	09/749,910
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