

08-01-2007



103432747

PATENTS ONLY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DEMARK OFFICE

IN RE APPLICATION OF : Cantiani et al.  
FOR : SUPPLEMENTATION OF ESSENTIALLY  
AMORPHOUS CELLULOSE  
NANOFIBRILS WITH  
CARBOXYCELLULOSE WHICH HAS A  
HIGH DEGREE OF SUBSTITUTION  
SERIAL NO. : 09/782,802  
FILED : February 14, 2001  
ART UNIT : 1755  
CONFIRMATION NO. : 9974  
ATTORNEY DOCKET NO. : DANI 2 00008

**ASSIGNMENT RECORDATION FORM COVER SHEET**

U.S. Patent and Trademark Office  
MAIL STOP ASSIGNMENT SERVICES DIVISION  
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Alexandria, VA 22313-1450

To the Director of the U.S. Patent and Trademark Office:

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1. Name of Conveying Party(ies): Execution Date(s):

**Danisco France SAS  
26, Quai Alphonse Le Gallo  
92100 Boulogne Billancourt  
France**

**April 27, 2005  
Amendment  
January 5, 2006**

2. Name and address of Receiving Party(ies):

**Danisco A/S  
Langebrogade 1  
1411 Copenhagen K  
Denmark**

OFFICE OF THE COMPTROLLER OF THE PATENT AND TRADEMARK OFFICE  
RECORDS SECTION  
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PATENT

REEL: 019658 FRAME: 0475

3. Nature of conveyance:
- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Security Agreement    | <input type="checkbox"/> Merger         |
| <input type="checkbox"/> Other:                |   |

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

09/782,802

6,306,207

5. Address to whom correspondence concerning document should be mailed:

CUSTOMER NUMBER 027885  
Fay Sharpe LLP  
1100 Superior Avenue  
Seventh Floor  
Cleveland, OH 44114-2579  
Phone Number: 216-861-5582  
Fax Number: 216-241-1666  
Email Address: smccollister@faysharpe.com

6. Total number of applications and patents involved: 1

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 PTO form 2038 is enclosed. **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.** If there are any additional fees required by this communication, please charge same to Deposit Account No. 06-0308.

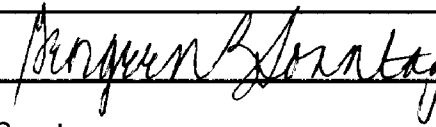
8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
9. Total number of pages including cover sheet, attachments, and documents enclosed: 26.

Respectfully submitted,

FAY SHARPE LLP

7/29/07  
Date

  
\_\_\_\_\_  
Scott A. McCollister, Reg. No. 33,961  
1100 Superior Avenue  
Seventh Floor  
Cleveland, OH 44114-2579  
216-861-5582

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I hereby certify that this correspondence (and any item referred to herein as being attached or enclosed) is (are) being	
<input checked="" type="checkbox"/> deposited with the United States Postal Service as First Class Mail, addressed to: Mail Stop Assignment Services Division, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.	
<input type="checkbox"/> transmitted to the USPTO by fax (571-273-0140) in accordance with 37 CFR 1.18 on the date indicated below.	
Express Mail Label No.:	Signature: 
Date: <u>July 28, 2007</u>	Name: Georgeen B. Sonntag

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**AMENDMENT TO PATENT AND TRADEMARK ASSIGNMENT AGREEMENT**

**DATED 27 APRIL 2005**

**BETWEEN**

**DANISCO FRANCE SAS**

**AND**

**DANISCO A/S**

**DATED 5 JANUARY 2006**

# AMENDMENT TO PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This amendment is made this 5<sup>th</sup> day of January 2006 to the Patent and Trademark Assignment Agreement entered into on 27<sup>th</sup> April 2005 by and between Danisco France SAS, a *société par actions simplifiées*, incorporated and operating under the laws of France, whose registered office is located at 20 rue Brunel – 75017 Paris – France, registered under number 352 170 161 with the Commercial Registry of Nanterre (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 following amendments are made to the above-mentioned agreement:

## ARTICLE 1 – DEFINITIONS

1.1 The phrase "Patents" shall mean all patents listed in Exhibit 1" shall be replaced by:

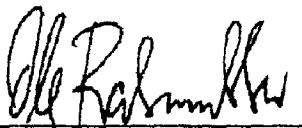
"Patents" shall mean all patents for which registrations have been obtained and all applications for, or extensions or renewals of any of the foregoing listed in Exhibit 1 including, but not limited to, those mentioned in Exhibit 1 bis".

The phrase "Trademarks" shall mean all trademarks listed in Exhibit 2" shall be replaced by:

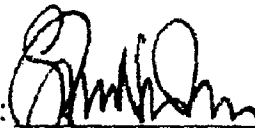
"Trademarks" shall mean all trademarks for which registrations have been obtained and all applications for, or extensions or renewals of any of the foregoing listed in Exhibit 2".

Made in three (3) original copies on the first date written above.

DANISCO FRANCE SAS

By:   
Ole Rasmussen  
President

DANISCO A/S

By:   
Søren Bjerre-Nielsen  
Executive Vice President, CFO


By:   
Mogens Granborg  
Executive Vice President

EXHIBIT 1BIS  
PATENT PORTFOLIO

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EXHIBIT 1BIS  
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EXHIBIT 1BIS  
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	19	BR	PI0013857.8
	20	CA	2,384,091
	21	CN	00813194.5
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	23	JP	2001-521762
	24	RU	2002108708
	25	US	US 10/070,832
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*	16	GB	00984307.3
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EXHIBIT 1BIS  
PATENT PORTFOLIO

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*	9/DE	n.a.
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*	12/IT	n.a.

EXHIBIT 1BIS  
PATENT PORTFOLIO

*	13	LU	n.a.
*	14	MC	n.a.
*	15	NL	n.a.
*	16	PT	n.a.
*	17	ES	n.a.
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	5	CN	00816838.5
	6	PCT	PCT/FR00/03164
*	7	NZ	518828
	8	PL	P 355620
	9	US	US 10/130,241



# PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

BETWEEN

**DANISCO FRANCE SAS**

**AND**

**DANISCO A/S**

**Dated 27 April, 2005**

# PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") entered into this 27 day of April, 2005 by and between Danisco France SAS, a *Société par Actions Simplifiée* incorporated and operating under the laws of France, whose registered office is located at 26, quai Alphonse Le Gallo, 92100 Boulogne Billancourt, France, registered under number 352 170 161 with the commercial registry of Nanterre (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 listed in Exhibit 1.

"Trademarks" shall mean all trademarks listed in Exhibit 2.

"IP Rights" shall mean the Patents and 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 Euro 43,000,000.00,

- the amount of Euro 40,000,000.00 for the assignment of the Patents and
- the amount of Euro 3,000,000.00 for the assignment of the Trademarks,

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 France SAS  
26, Quai Alphonse Le Gallo  
92100 Boulogne Billancourt  
France  
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 Exhibits 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 FRANCE SAS**

**DANISCO A/S**

By: \_\_\_\_\_  
Ole Rasmussen  
President

By: \_\_\_\_\_  
Mogens Granborg  
Executive Vice President  
\_\_\_\_\_  
Søren Bjerre-Nielsen  
Executive Vice President, CFO

**EXHIBIT 1****PATENT PORTFOLIO**

Danisco #	Rhodia #	Priority Appln. #	Registered owner	Priority date
504	A 8853	FR81/09153	Eurozyme	08-05-1981
505	A 95002	FR90/10126	CNRS	08-08-1990
506	R 00018	FR00/02037	Rhodia Food	18-02-2000
507	R 00042	FR00/04971	Danone	18-04-2000
508	R 00059	FR00/06859	Rhodia Food	29-05-2000
509	R 00059	FR00/06859	Rhodia Food	29-05-2000
510	R 00077	FR00/07802	Rhodia Food	19-06-2000
511	R 00092	FR00/09333	Rhodia Food	17-07-2000
512	R 00096	FR00/09676	Rhodia Food	24-07-2000
513	R 00124	FR00/12172	Rhodia Food	25-09-2000
514	R 00124G1	FR00/12172	Rhodia Food	25-09-2000
515	R 00139	FR00/06859	Rhodia Food	29-05-2000
516	R 01021	FR00/12172	Rhodia Food	25-09-2000
517	R 01023	FR01/02651	Inst. Nat. Recherche	27-02-2001
518	R 01132	FR01/12966	Rhodia Chimie	09-10-2001
519	R 02160	US 10/310,549	Rhodia Chimie	05-12-2002
520	R 02162	FR02/15363	Rhodia Chimie	05-12-2002
521	R 02162G1	FR02/15363	Rhodia Chimie	05-12-2002
522	R 03029	FR03/03242	Rhodia Chimie	17-03-2003
523	R 03058	FR03/05732	Rhodia Chimie	13-05-2003
524	R 03066	FR03/06246	Rhodia Chimie	23-05-2003
525	R 03118	FR03/10423	Rhodia Chimie	03-09-2003

520	R 93745	FR03/12	Rhodia Chimie	28-10-2003
527	R 04042	FR04/04508	Rhodia Chimie	28-04-2004
528	R 3543	FR86/08842	Rhodia Chimie	19-06-1986
529	R 3753	FR87/16855	Rhodia Chimie	04-12-1987
530	R 3861	FR88/09529	Rhodia Chimie	13-07-1988
531	R 90087	FR90/09669	Rhodia Chimie	30-07-1990
532	R 90088	FR90/09670	Rhodia Chimie	30-07-1990
533	R 91061	FR91/08670	Rhodia Chimie	10-07-1991
536	R 95134	FR95/11697	Rhodia Chimie	03-10-1995
537	R 95160	FR95/13510	Rhodia Chimie	15-11-1995
538	R 95160G1	FR95/13510	Rhodia Chimie	15-11-1995
539	R 95161	FR95/13511	Rhodia Chimie	15-11-1995
540	R 96098	FR96/09061	Rhodia Chimie	15-07-1996
541	R 96098G1	FR96/09061	Rhodia Chimie	15-07-1996
542	R 96099	FR96/09062	Rhodia Chimie	15-07-1996
543	R 96099G1	FR96/09062	Rhodia Chimie	15-07-1996
544	R 96113	FR96/09944	Rhodia Chimie	02-08-1996
545	R 96113G1	FR96/09061	Rhodia Chimie	15-07-1996
546	R 96134	FR96/11779	Rhodia Chimie	27-09-1996
547	R 96135	FR96/11986	Rhodia Chimie	27-09-1996
549	R 97107	FR97/11767	Rhodia Chimie	22-09-1997
550	R 97121	FR97/13182	Rhodia Chimie	21-10-1997
551	R 97129	FR97/13560	Rhodia Chimie	29-10-1997
552	R 97133	FR97/13977	Texel	06-11-1997
553	R 98014	FR98/01161	Rhodia Chimie	02-02-1998

554	R 98026	FR98/01805	Rhodia Chimie	11-02-1998
555	R 98033	FR98/02434	Texel	27-02-1998
556	R 98121	FR98/11507	Rhodia Chimie	15-09-1998
557	R 98122	FR98/11902	Rhodia Chimie	22-09-1998
558	R 98141	FR98/12832	Rhodia Chimie	13-10-1998
559	R 99043	FR99/04743	Rhodia Chimie	15-04-1999
560	R 99050	FR99/05588	Rhodia Chimie	29-04-1999
561	R 99073	US 9,907,943	Rhodia Chimie	22-06-1999
562	R 99110	FR99/11176	Rhodia Chimie	07-09-1999
563	R 99114	FR99/11677	Int. Nat. Recherche	17-09-1999
564	R 99125	FR99/12903	Rhodia Chimie	15-10-1999
565	R 99147	FR99/13922	Rhodia Chimie	15-11-1999
566	R 99149	FR99/13924	Rhodia Chimie	15-11-1999
567	R 99154	FR99/14507	Rhodia Chimie	18-01-1999





This is to certify that Messrs.

**Søren Bjerre-Nielsen**

and

**Mogens Granborg,**

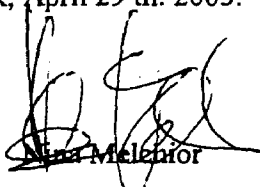
whose identity was proved to me by passport and driving licence respectively and who have signed this document, according to the register of the Danish Commerce and Companies Agency, are entitled to sign jointly on behalf of the company

**DANISCO A/S.**

There were no obvious amendments or additions in the document, with the exception of those denoted by my signature (initials).

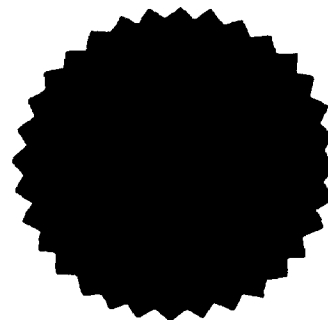
In testimony whereof I have hereunto signed my name and affixed the notarial seal of office.

Notariate of Copenhagen, Denmark, April 29 th. 2005.



Nina Melchior

Notary Public of Copenhagen



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.

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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.

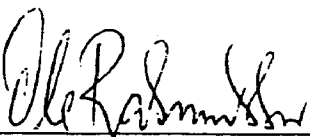
7.9 Nothing contained in or relating to this Agreement shall constitute or be deemed to constitute a partnership or joint venture among the Parties thereto.

Made in three (3) original copies

On the date first written above

DANISCO FRANCE SAS

DANISCO A/S

By:   
Ole Rasmussen  
President

By: \_\_\_\_\_  
Mogens Granborg  
Executive Vice President  
  
\_\_\_\_\_  
Søren Bjerre-Nielsen  
Executive Vice President, CFO