

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Collateral Assignment of Patents

CONVEYING PARTY DATA

Name	Execution Date
Nutrasweet Property Holdings, Inc.	08/28/2008

RECEIVING PARTY DATA

Name:	Bank of America, N.A., Agent
Street Address:	100 Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255

PROPERTY NUMBERS Total: 29

Property Type	Number
Patent Number:	6465677
Patent Number:	6423864
Patent Number:	6331646
Patent Number:	6291004
Patent Number:	6214402
Patent Number:	6180157
Patent Number:	6180156
Patent Number:	6146680
Patent Number:	6129942
Patent Number:	6077962
Patent Number:	6048999
Patent Number:	5994593
Patent Number:	5977415
Patent Number:	5973209
Patent Number:	5905175

PATENT

500672927

REEL: 021658 FRAME: 0846

OP \$1160.00 6465677

Patent Number:	5856584
Patent Number:	5770775
Patent Number:	5728862
Patent Number:	5633031
Patent Number:	5476961
Patent Number:	5474791
Patent Number:	5354672
Patent Number:	5183937
Patent Number:	5120837
Patent Number:	5114726
Patent Number:	5053532
Patent Number:	4946988
Patent Number:	4945172
Patent Number:	6784309

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9192868041
 Email: pto_tmconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC
 Address Line 1: 430 Davis Drive
 Address Line 2: Suite 500
 Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000.011142 JES
NAME OF SUBMITTER:	John E. Slaughter

Total Attachments: 7

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COLLATERAL ASSIGNMENT OF PATENTS

COLLATERAL ASSIGNMENT OF PATENTS, dated as of August 28, 2008, by between NUTRASWEET PROPERTY HOLDINGS, INC., a Delaware corporation ("**Grantor**"), in favor of BANK OF AMERICA, N.A. ("**Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among The NutraSweet Company ("**Borrower**"), Agent, and the Lenders party thereto (as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"), Agent and the Lenders have agreed to make loans and certain other financial accommodations to or for the direct or indirect benefit of Borrower;

WHEREAS, Grantor will benefit, directly or indirectly, from the loans and other financial accommodations to the Borrower contemplated by the Loan Agreement; and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement that this Collateral Assignment of Patents be executed and delivered by Grantor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein and in the Loan Agreement contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them, respectively, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants to Agent a continuing security interest (prior to all liens other than Permitted Liens) in, and lien upon, all of Grantor's now existing or hereafter acquired right, title and interest (including, without limitation, as licensor or licensee) in and to: (a) any patents and applications, registrations and recordings related thereto at any time heretofore or hereafter filed with the United States Patent and Trademark Office or similar domestic (federal or state) or foreign governmental office, agency or authority, including, without limitation, the patents and applications, registrations and recordings related thereto listed on Schedule A hereto, together with all rights and privileges arising under applicable law with respect to Grantor's use of any such patents and all reissues, divisions, continuations, extensions and renewals thereof (all of the foregoing being collectively referred to herein as the "**Patents**"); (b) all income, fees, royalties and other payments at any time due or payable to Grantor with respect to any Patents, including, without limitation, payments under all licenses at any time entered into by Grantor in connection therewith; (c) Grantor's right to sue for the past and present and future infringements thereof and all future infringements thereof; (d) all rights of Grantor corresponding thereto throughout the world; and (e) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Patents (all of the foregoing in this Paragraph 2, including the Patents, the "**Collateral**").

3. **LOAN AND SECURITY AGREEMENT.** The security interests granted pursuant to this Collateral Assignment of Patents are granted in conjunction with, and not in limitation of, the security interests granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patents and other Collateral made and granted hereby may be more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Collateral Assignment of Patents to be executed and delivered by its duly authorized officer as of the date first set forth above.

NUTRASWEET PROPERTY HOLDINGS, INC.

By: CR Puty
Title: President

Address: 222 Merchandise Mart Plaza-936
Chicago, IL 60654-1001

Attn: _____
Facsimile: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., Agent

By: _____
Name: _____
Title: _____

SIGNATURE PAGE FOR HOLDINGS' PATENT ASSIGNMENT (SECOND LIEN) (THE NUTRASWEET COMPANY)

PATENT
REEL: 021658 FRAME: 0850

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

On this _____ day of August _____, 2008, before me personally came Craig R. Petray, to me known, who, being by me duly sworn, did depose and say that he is the President of NUTRASWEET PROPERTY HOLDINGS, INC., the corporation described in, and which executed the foregoing instrument, and that he is authorized to execute said instrument on behalf of said corporation.

Michelle Lee Krofel

Notary Public



NOTARY SIGNATURE PAGE FOR HOLDINGS' PATENT ASSIGNMENT (SECOND LIEN) (THE
NUTRASWEET COMPANY)

PATENT
REEL: 021658 FRAME: 0851

IN WITNESS WHEREOF, Grantor has caused this Collateral Assignment of Patents to be executed and delivered by its duly authorized officer as of the date first set forth above.

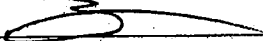
NUTRASWEET PROPERTY HOLDINGS, INC.

By: _____
Title: _____

Address: 222 Merchandise Mart Plaza-936
Chicago, IL 60654-1001
Attn: Chief Financial Officer
Facsimile: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., Agent

By:  _____
By: John P. Wofford
Title: Vice President

CHAR1\1073543v1COMPANY)

SIGNATURE PAGE FOR HOLDINGS' PATENT ASSIGNMENT (SECOND LIEN) (THE NUTRASWEET
COMPANY)

SCHEDULE A

U.S. PATENTS OWNED BY NUTRASWEET PROPERTY HOLDINGS, INC.

Title	Status	Patent No.	Issue Date
Process for purification of N-[N-(3,3-dimethylbutyl)-L-A-aspartyl]-L-phenylalanine 1-methyl ester	Issued	6,784,309	08-31-2004
Method for the preparation of N-neohexyl-[agr]-aspartyl-L-phenylalanine methyl ester form imidazolidin-4-one intermediates	Issued	6465677	10-15-2002
Purification of N-[N-(3,3-dimethylbutyl)-L-[agr]-aspartyl]-L-phenylalanine 1-methyl ester via crystallization	Issued	6423864	07-23-2002
Amorphous N-[N-(3,3-dimethylbutyl)-L-[agr]-aspartyl]-L-phenylalanine 1-methyl ester	Issued	6331646	12-18-2001
Basic salts n-[n-(3,3-dimethylbutyl)-l-[agr]-aspartyl]-l-phenylalanine 1-methyl ester	Issued	6291004	09-18-2001
Co-crystallization of sugar and n-[n-(3,3-dimethylbutyl)-l-[agr]-aspartyl]-l-phenylalanine 1-methyl ester	Issued	6214402	04-10-2001
Process for preparing an N-[N-(3,3-dimethylbutyl)-L-[agr]-aspartyl]-L-phenylalanine 1-methyl ester agglomerate	Issued	6180157	01-30-2001
Acid salts of N-[N-(3,3-dimethylbutyl)-L-[agr]-aspartyl]-L-phenylalanine 1-methyl ester	Issued	6180156	01-30-2001
Meta] complexes of N-[N-(3,3-dimethylbutyl)-L-[agr]-aspartyl]-L-phenylalanine 1-methyl ester	Issued	6146680	11-14-2000
Sweetener salts of N-[N-(3,3-dimethylbutyl)-L-[agr]-aspartyl]-L-phenylalanine 1-methyl ester	Issued	6129942	09-10-2000
N-3,3-dimethylbutyl-L-aspartic acid and esters thereof, the process of preparing the same, and the process for preparing N-(N-(3,3-dimethylbutyl)-L-[agr]-aspartyl)-L-phenylalanine 1-methyl ester therefrom	Issued	6077962	06-20-2000
N-[N-(3,3-dimethylbutyl)-L-[agr]-aspartyl]-L-phenylalanine 1-methyl ester synergistic sweetener blends	Issued	6048999	04-11-2000
Synthesis and purification of 3,3-dimethylbutyraldehyde via hydrolysis of 1,1-dichloro-3,3-dimethylbutane or 1-bromo-1-chloro-3,3-dimethylbutane	Issued	5994593	11-30-1999
Preparation of 3,3-dimethylbutyraldehyde from a tert-butyl cation precursor, vinyl chloride and an acidic catalyst	Issued	5977415	11-02-1999
Method for preparing 3,3-dimethylbutyraldehyde	Issued	5973209	10-26-1999
Synthesis and purification of 3,3-dimethylbutyraldehyde via oxidation of 1-chloro-3,3-dimethylbutane with dimethyl sulfoxide	Issued	5905175	05-18-1999
Preparation of 3,3-dimethylbutyraldehyde by oxidation of 3,3-dimethylbutanol	Issued	5856584	01-05-1999
Method for preparing 3,3-dimethylbutyraldehyde	Issued	5770775	06-23-1998
Method for preparing and purifying an N-alkylated aspartame derivative	Issued	5728862	03-17-1998
Composition and method for beverages using positively charged caramel	Issued	5633031	05-27-1997
One-pot process for the preparation of [agr]-L-aspartyl-L-phenylalanine methyl ester hydrochloride	Issued	5476961	12-19-1995
Beverages using tamarind extract and method of making such beverages	Issued	5474791	12-12-1995

Title	Status	Patent No.	Issue Date
Material and methods for hypersecretion of amino acids	Issued	5354672	10-11-1994
Novel N-(sulfomethyl)-N'-arylureas	Abandoned	5266717	11-30-1993
Polyhydroxyalkanoate cream substitutes	Abandoned	5229158	07-20-1993
Acetic acid recovery	Issued	5183937	02-02-1993
Reduced calorie diary mix	Abandoned	5176928	01-05-1993
DNA encoding PHE a feedback inhibition resistant enzyme analogues	Issued	5120837	06-09-1992
Process for preparing aspartame coated organic acid	Issued	5114726	05-19-1992
One-pot process for the preparation of [agr]-L-aspartyl-L-phenylalanine methyl ester hydrochloride	Issued	5053532	10-01-1991
Novel N-(sulfomethyl)-N'-arylureas	Abandoned	4994490	02-19-1991
Process for the preparation of [agr]-L-aspartyl-L-phenylalanine methyl ester hydrochloride by use of isolated N-formyl L-aspartic anhydride	Issued	4946988	08-07-1990
Preparation of N-formyl-L-aspartic anhydride	Issued	4945172	07-31-1990
Solvent system for enzymatic coupling process	Expired	4892820	01-09-1990
Recovery of L-amino acid isomers from their racemic mixtures	Expired	4847409	07-11-1989
Process for preparing a comestible containing stirrer straw and product thereof	Expired	4816268	03-28-1989
Sweetening composition	Expired	4631195	12-23-1986
Method and intermediates for producing [agr]-L-aspartyl-L-phenylalanine	Expired	4555362	11-26-1985
Method and intermediates for producing [agr]-L-aspartyl-L-phenylalanine	Expired	4480112	10-30-1984

U.S. PATENT APPLICATIONS OWNED BY
NUTRASWEET PROPERTY HOLDINGS, INC.

Title	Status	Appl. No.	Filing Date
N-[N-(3,3-dimethylbutyl)-L-A-aspartyl]-L-phenylalanine 1-methyl ester as a sweetener in chewing gum	Abandoned	09465402	12-17-1999

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