

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rhodia Chimie	05/27/2004
RECEIVING PARTY DATA	
Name:	Rhodia Food
Street Address:	40, rue de la Haie Coq
City:	Aubervilliers
State/Country:	FRANCE
Postal Code:	93300
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7291355
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	DANI 8 00040
NAME OF SUBMITTER:	Georgeen B. Sonntag

Total Attachments: 13  
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**PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

IN RE APPLICATION OF : Zindel et al.  
FOR : **FERMENT ACTIVATOR BASED ON LACTIC ACID  
BACTERIA AND METHOD FOR PREPARING A  
DAIRY PRODUCT USING SAME**  
PATENT NO. : 7,291,355  
GRANTED DATE : November 6, 2007  
ATTORNEY DOCKET NO.: DANI 8 00040

Cleveland, Ohio 44114-2518  
January 6, 2009

**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:

Rhodia Chimie  
26. Quai Alphonse Le Gallo  
92100 Boulogne Billancourt  
France

2. Name of Party receiving an interest:

Rhodia Food  
40, rue de la Haie Coq  
93300 Aubervilliers  
France

**Certificate of Electronic Transmission**

I hereby certify that these documents are being filed on the date indicated below by electronic transmission with the United States Patent and Trademark Office via the electronic filing system (EFS-Web).

1/6/09  
Date

Georgeen B. Sonntag  
Georgeen B. Sonntag



EXECUTION COPY

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PATENT ASSIGNMENT AGREEMENT

BETWEEN

RHODIA CHIMIE

AND

RHODIA FOOD

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May 27, 2004

PAL-359769v7

This PATENT ASSIGNMENT AGREEMENT (the "Agreement") entered into this 27<sup>th</sup> day of May 2004 by and between Rhodia Chimie, 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 642 014 526 RCS Nanterre (the "Assignor"), and Rhodia Food, a *société par actions simplifiée* incorporated and operating under the laws of France, whose registered office is located at 40, rue de la Haie Coq, 93300, Aubervilliers, France, registered under number 826 420 036 Bobigny (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 patents and the joint owner of the co-owned patent listed in Exhibit 1 of this Agreement.

WHEREAS, the Assignor granted to the Assignee the exclusive and royalty free right to use the patents and the co-owned patent for the conduct by the Assignee's food business.

WHEREAS, the Assignee's food business will be contributed by mean of a "*apport partiel d'actif soumis au régime des scissions*" to Rhod P, a *société par actions simplifiée* incorporated and operating under the laws of France with a share capital of EUR 37,500, having its registered office at 26, quai Alphonse Le Gallo, 92100 Boulogne Billancourt and registered under number 352 170 161 RCS Nanterre, effective on May 28, 2004 (this contribution, the "Contribution").

WHEREAS, prior to the Contribution the Parties hereby regularize the transfer of right under the patents and the co-owned patent to the Assignee.

WHEREAS, the Assignor is willing to sell the patents and the co-owned patent to the Assignee and the Assignee is willing to purchase the patents and the co-owned patent pursuant to the terms and conditions of this Agreement.

#### ARTICLE 1 - DEFINITIONS

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 renewal of any of the foregoing listed in Exhibit 1.

## ARTICLE 2 - PURPOSE

2.1 The Assignor hereby assigns to the Assignee, who accepts, all rights of ownership and use, without exception or reserve, over the Patents.

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 Patents (including but not limited to filings, registration certificates, letters with the relevant industrial property institutes, proof of payment of annuities, internal files, etc.). The transfer of the Patents does not entail the transfer of other elements such as trademarks.

## ARTICLE 3 - EFFECT OF THE ASSIGNMENT

3.1 The assignment of the Patents shall be effective on the date of execution (the "Effective Date").

3.2 As a consequence the Assignee shall, as from the Effective Date, be vested with all rights over the Patents previously held by the Assignor.

3.3 The Assignee shall therefore hold all rights of ownership and use over the Patents 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 Patents, 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 patents infringement in respect of all acts of infringement, whether occurring prior to or after the Effective Date.

## ARTICLE 4 - TERMINATION

The Parties agree that the completion of the Contribution is a condition subsequent to this Agreement. As a consequence, this Agreement shall automatically terminate without any notice being required and any liability being incurred by any party to the other in the event the Contribution shall have not occurred on or before September 30, 2004.

## ARTICLE 5 - PRICE

In consideration of this assignment, the Assignee shall pay the amount of Euro 1 (one), upon execution of this Agreement, or such other date as the Parties may agree.

## ARTICLE 6 - FORMALITIES

6.1 The formalities relating to the assignment of the Patents 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. These 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: Rhodia Chimie  
26, Quai Alphonse Le Gallo  
92100 Boulogne Billancourt  
France  
Attn: President

The Assignee: Rhodia Food  
40, rue de la Haie Coq  
93300 Aubervilliers  
France  
Attn: President

7.2 This Agreement and the Exhibit 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 France. 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 Commercial Court (*Tribunal de Commerce*) of Paris.

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.

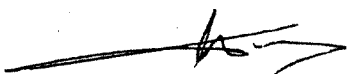


7.7 The Exhibit to this Agreement constitutes an integral part of this Agreement and is hereby incorporated into this Agreement by this reference.

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 Neither Party shall use the other's name or refer to it directly or indirectly in an advertisement, news release or release to any professional or trade publication without written approval from the other Party for such use or release. Nothing contained in or relating to this Agreement shall constitute or be deemed to constitute a partnership or joint venture among the Parties thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written, in three (3) originals.

  
\_\_\_\_\_  
RHODIA CHIMIE

Represented by David Vidaline  
Duly authorized

  
\_\_\_\_\_  
RHODIA FOOD

Represented by J. A. HUBBERT  
Duly authorized

les parties, les  
relées par le  
ACT R.C.  
stitution ou  
ment signées

EXHIBIT 1  
PATENT PORTFOLIO

PAI-359769v7

N° de dossier	N° dépôt	Activité	Ref. Anterior	Exploitation	Titre
R 00124	FR 00 12172	C	ALIM/DAIRY/Miscellaneous	NON	Activateur pour ferment à base de bactéries lactiques.
R 00124G1	PCT/FR01/02928	C	ALIM/DAIRY/Miscellaneous	NON	Activateur pour ferment à base de bactéries lactiques et procédé de préparation d'un produit lacté mélangé en oeuvre ledit activateur.
R 01021	FR 00 12172	C	ALIM/DAIRY/Miscellaneous	NON	Activateur pour ferment à base de bactéries lactiques et procédé de préparation d'un produit lacté mélangé en oeuvre ledit activateur.
R 01132	FR 01 12966	H	ALIM/DAIRY/Miscellaneous	NON	Utilisation d'une composition à base de gomme xanthane en tant que stabilisant de mousses molles, et les mousses à base de cette composition.
R 02160	US 10/310,549	C	ALIM/DAIRY/Probiotic	OUI	BACTERIAL COMPOSITION AND ITS USE.
R 02162	FR 02 15363	C	ALIM/DAIRY/Probiotic	OUI	COMPOSITION DE BACTERIES ET SON UTILISATION.
R 02162G1	PCT/FR03/03589	C	ALIM/DAIRY/Probiotic	OUI	COMPOSITION DE BACTERIES ET SON UTILISATION.
R 03029	FR 03 03242	C	ALIM/DAIRY/Cheese and IBT	OUI	Nouvelle souche texturante ST367 qui apporte une solution aux problèmes phagiques.
R 03058	FR 03 05732	C	ALIM/DAIRY/Miscellaneous	NON	Dispositif mélangeur de poudre pour l'industrie alimentaire.
R 03118	FR 03 10423	C	ALIM/DAIRY/Miscellaneous	NON	Milieu de réhydratation de ferments à base de bactéries thermophiles sans bactéries mésophiles, qui comprend du saccharose, du lactose et un sel de sodium (formiate).
R 03145	FR 03 12807	FP	ALIM/DAIRY/Cheese and IBT	OUI	Utilisation d'au moins une bactérie produisant une bactériocine et appartenant au genre <i>Pedococcus</i> pour aromatiser un produit laitier.
R 99147	FR 99 13922	FP	ALIM/MEAT / Avgard	NON	Dispositif de pulvérisation et son application à un tunnel de traitement bactéricide
R 99149	FR 99 13921	FP	ALIM/MEAT / Avgard	NON	Procédé et installation de traitement bactéricide en continu de portions de chair comestible
R 00059	FR 00 06859	FP	ALIM/MEAT / Bioprotection	NON	Bactériocine anti-listéria.
R 00059G1	PCT/FR01/01642	FP	ALIM/MEAT / Bioprotection	NON	Bactériocine anti-listéria.
R 00139	FR 00 06859	FP	ALIM/MEAT / Bioprotection	NON	Bactériocine anti-listéria.
R 95160	FR 95 13510	H	ALIM/TRANSV.TECHNO/ Hydrocolloids & Texture system	NON	Bactériocine anti-listéria.
R 95160G1	PCT/FR96/01803	H	ALIM/TRANSV.TECHNO/ Hydrocolloids & Texture system	NON	ADJUVANT DE GELIFICATION, PROCEDE DE GELIFICATION ET COMPOSITION EN DECOULANT
R 95161	FR 95 13511	H	ALIM/TRANSV.TECHNO/ Hydrocolloids & Texture system	OUI	Adjuvant de texture comportant une gomme xanthane et un galactomannane, composition l'incorporant, et utilisation de composition pour épaissir une phase aqueuse.
R 98014	FR 98 01161	H	ALIM/TRANSV.TECHNO/ Hydrocolloids & Texture system	NON	ADJUVANT DE TEXTURE COMPORTANT UNE GOMME XANTHANE ET UN GALACTOMANNANE, COMPOSITION L'INCORPORANT, ET UTILISATION DE LA COMPOSITION POUR EPAISSIR UNE PHASE AQUEUSE
R 99073	FR 99 07963	H	ALIM/TRANSV.TECHNO/ Hydrocolloids & Texture system	NON	Composition à usage alimentaire sous forme d'une émulsion sèche, son procédé de fabrication et son utilisation.
R 00077	FR 00 07802	H	ALIM/TRANSV.TECHNO/ Hydrocolloids & Texture system	NON	Nouvelles souches bactériennes, notamment de Xanthomonas, en particulier Xanthomonas campestris.
R 00096	FR 00 09676	H	ALIM/TRANSV.TECHNO/ Hydrocolloids & Texture system	OUI	Caroube soluble.
R 03066	FR 03 06246	C	ALIM/DAIRY/Probiotic	NON	Dispersions comprenant au moins un agent émulsifiant choisi parmi les polysaccharides, le polysaccharide étant un hétéroxylane
				NON	Utilisation de bactéries lactiques dans des compositions détergentes, application home care.

N° de dossier	N° dépôt	Activité	Ref. Alimono	Exploitation	Titre
R 99154	FR 99 14507	C	ALIM/TRANSV.TECHNO/ Culture	NON	Procédé de séchage des bactéries.
R 3543	FR 86 08842	H	ALIM/TRANSV.TECHNO/ Hydrocolloïds & Texture system	OUI	Granulés de biopolymère à dispersabilité et dissolution rapides.
R 99125	FR 99 12903	H	ALIM/TRANSV.TECHNO/ Hydrocolloïds & Texture system	OUI	Utilisation de galactomannanes comme agent émulsifiant.
R 00018	FR 00 02037	H	ALIM/TRANSV.TECHNO/ Hydrocolloïds & Texture system	OUI	Biopolymère dispersable et à hydratation rapide.
R 00092	FR 00 09333	H	ALIM/TRANSV.TECHNO/ Hydrocolloïds & Texture system	NON	Procédé de préparation d'oligomères de galactomannanes
R 3753	FR 87 16855	H	ALIM/TRANSV.TECHNO/ Hydrocolloïds & Texture system	OUI	Procédé de production de polysaccharides (par un agrobacterium radiobacter).
R 90087	FR 90 09669	H	ALIM/TRANSV.TECHNO/ Hydrocolloïds & Texture system	NON	Composition comportant un polysaccharide obtenu par fermentation microbienne
R 90088	FR 90 09670	H	ALIM/TRANSV.TECHNO/ Hydrocolloïds & Texture system	OUI	Composition contenant un succinoglycane.
R 91061	FR 91 08670	H	ALIM/TRANSV.TECHNO/ Hydrocolloïds & Texture system	OUI	Composition gélifiante ou gélifiante dérivant d'un succinoglycane, son procédé de préparation et ses applications.
R 98141	FR 98 12832	H	ALIM/TRANSV.TECHNO/ Hydrocolloïds & Texture system	NON	Hétéropolysaccharide produit par un agrobacterium radiobacter.
R 99043	FR 99 04743	H	ALIM/TRANSV.TECHNO/ Hydrocolloïds & Texture system	NON	Hétéropolysaccharide produit par un Pseudomonas sp
R 3861	FR 88 09529	H	ALIM/TRANSV.TECHNO/ Hydrocolloïds & Texture system	OUI	Nouvel hétéropolysaccharide BMO7, procédé permettant son obtention et son application dans divers types d'industries.
R 95134	FR 95 11697	H	ALIM/TRANSV.TECHNO/ Miscellaneous	NON	Formulations détartrantes et nettoyantes à base de microfibrilles de cellulose
R 96098	FR 96 09061	H	ALIM/TRANSV.TECHNO/ Miscellaneous	NON	Additivon de microfibrilles de cellulose avec de la cellulose carboxylée à bas degré de substitution
R 96098G1	PCT/FR97/01290	H	ALIM/TRANSV.TECHNO/ Miscellaneous	NON	ADDITIVATION DE NANOFIBRILLES DE CELLULOSE AVEC DE LA CELLULOSE CARBOXYLEE A BAS DEGRE DE SUBSTITUTION
R 96099	FR 96 09062	H	ALIM/TRANSV.TECHNO/ Miscellaneous	NON	Additivon de microfibrilles de cellulose avec de la cellulose carboxylée à haut degré de substitution
R 96099G1	PCT/FR97/01291	H	ALIM/TRANSV.TECHNO/ Miscellaneous	NON	ADDITIVATION DE NANOFIBRILLES DE CELLULOSE ESSENTIELLEMENT AMORPHES AVEC DE LA CELLULOSE CARBOXYLEE A HAUT DEGRE DE SUBSTITUTION
R 96113	FR 96 09944	H	ALIM/TRANSV.TECHNO/ Miscellaneous	NON	Fluide comprenant des microfibrilles de cellulose et son application pour l'exploitation de gisements pétroliers
R 96113G1	PCT/FR97/01297	H	ALIM/TRANSV.TECHNO/ Miscellaneous	NON	FLUIDE COMPRENANT DES MICROFIBRILLES DE CELLULOSE ET SON APPLICATION POUR L'EXPLOITATION DE GISEMENTS PETROLIERS



PATENT

REEL: 022062 FRAME: 0101



N° de dossier	N° dépôt	Activité	Ref. Atrianor	Exploitation	Titre
R 96134	FR 96 11779	H	ALIM/TRANSV.TECHNO/ Miscellaneus	NON	Additivon de microfibrilles de cellulose avec de la cellulose carboxylée à haut degré de substitution
R 96135	FR 96 11986	H	ALIM/TRANSV.TECHNO/ Miscellaneus	NON	Additivon de microfibrilles de cellulose avec de la cellulose carboxylée à bas degré de substitution
R 97107	FR 97 11767	H	ALIM/TRANSV.TECHNO/ Miscellaneus	NON	Formulation buccodentaire comprenant des microfibrilles de cellulose essentiellement amorphes
R 97121	FR 97 13182	H	ALIM/TRANSV.TECHNO/ Miscellaneus	NON	Utilisation de microfibrilles de cellulose essentiellement amorphes associées à au moins un composé organique polyhydroxylé dans des formulations cosmétiques
R 97129	FR 97 13560	H	ALIM/TRANSV.TECHNO/ Miscellaneus	NON	Utilisation de microfibrilles de cellulose sous forme sèche dans des formulations alimentaires
R 98026	FR 98 01805	H	ALIM/TRANSV.TECHNO/ Miscellaneus	NON	Association à base de microfibrilles et de particules minérales, préparation et utilisations
R 98121	FR 98 11507	H	ALIM/TRANSV.TECHNO/ Miscellaneus	NON	Microfibrilles de cellulose à surface modifiée, leur procédé de préparation, et leur utilisation
R 98122	FR 98 11902	H	ALIM/TRANSV.TECHNO/ Miscellaneus	NON	Utilisation des microfibrilles de cellulose essentiellement amorphe comme agent émulsifiant et/ou stabilisant
R 99050	FR 99 05588	H	ALIM/TRANSV.TECHNO/ Miscellaneus	NON	Utilisation des microfibrilles de cellulose dans des compositions lactées fermentées
R 04042	28 avril 2004 FR 0404508	C	Dairy	Aubervilliers / Rhodia Chimie	Comprimés de micro-organismes pour ensemencement direct

N° de dossier	N° dépôt	Activité	Ref. Athanor	Exploitation	Titre
R 00042	FR 00 04971	C	ALIM/DAIRY/Miscellaneous	NON	Mutants de bactéries lactiques surproducteurs d'exopolysaccharides. Composition contenant un mélange de polysaccharides et de protéine(s) globulaire(s), son procédé de préparation et leurs utilisations.
R 01023	FR 01 02651	H	ALIM/TRANSV. TECHNO/ Hydrocolloids & Texture system	NON	