#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee name previously recorded on Reel 022062 Frame 0157. Assignor(s) hereby confirms the Assignment to Danisco A/S.

#### **CONVEYING PARTY DATA**

Name	Execution Date
Danisco France SAS	04/27/2005

#### **RECEIVING PARTY DATA**

Name:	Danisco A/S				
Street Address:	angebrogade 1				
City:	Copenhagen K				
State/Country:	DENMARK				
Postal Code:	1411				

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6703497

#### **CORRESPONDENCE DATA**

Fax Number: (216)241-1666

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: smccollister@faysharpe.com

Correspondent Name: Scott A. McCollister, Fay Sharpe LLP

Address Line 1: 1228 Euclid Avenue, 5th Floor Address Line 4: Cleveland, OHIO 44115-1843

ATTORNEY DOCKET NUMBER:	DANI 8 00040
NAME OF SUBMITTER:	Georgeen B. Sonntag

Total Attachments: 25 source=ASN4A#page1.tif source=ASN4A#page2.tif source=ASN4A#page3.tif source=ASN4A#page4.tif

PATENT REEL: 022062 FRAME: 0375

500747275



#### **PATENT**

# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF:

Ladouce et al.

FOR

CELLULOSE MICROFIBRILS WITH MODIFIED

SURFACE, PREPARATION METHOD AND USE

**THEREOF** 

PATENT NO.

6,703,497

**GRANTED DATE** 

March 9, 2004

ATTORNEY DOCKET NO.:

**DANI 8 00040** 

Cleveland, Ohio 44114-2518

January 7, 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.

Name of Party conveying an interest:

Danisco France SAS 26 Quai Alphonse Le Gallo 92100 Boulogne France

2. Name of Party receiving an interest:

Danisco A/S Langebrogade 1 1411 Copenhagen K Denmark

#### **Certificate of Electronic Transmission**

I hereby certify that these documents docu	iments are being filed on the date indicated belo	u bu alaatramia
transmission, with the United States Patent an	nd Trademark Office was the electronic filing system	W by electronic
1/7/09	uments are being filed on the date indicated belond Trademark Office the flectronic filing system (	LI G-Web).
Date	Georgeen B. Sonntag	
	<i>(</i>	

3.	Description of the interest conveyed:  X 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 patent US 7,291,355, granted November 6, 2007.
5.	Name and address of Party to whom correspondence concerning this document should be mailed:
	Scott A. McCollister FAY SHARPE 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. 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:27 April 2005
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: <u>25</u> .
τ-	Respectfully submitted,  FAY SHARPE LLP
Date	Scott A. McCollister, Reg. No. 33,961 The Halle Building, 5 <sup>th</sup> Floor 1228 Euclid Avenue Cleveland, OH 44115-1843
L:\GBS\[	DATA\2008\DE08\DANI80040.ASN4A.doc (216) 363-9000

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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

**BETWEEN** 

**DANISCO FRANCE SAS** 

**AND** 

DANISCO A/S

Dated 27 April, 2005

PA: 359769v6

PATENT REEL: 022062 FRAME: 0379

Frundofs. 12/52; US 0006.9010 05.64.2007. 60000-02146/2005 396.0.

## 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.

PA: 357769v6

#### **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.
- 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

- The assignment of the IP Rights shall be effective on the date of execution of this 3.1 Agreement (the "Effective Date").
- 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.
- 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.
- In case the Assignee wishes to maintain the IP Rights, it shall pay the annuities as from the Effective Date.
- 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.
- 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**

- In consideration of this assignment, the Assignee shall pay a total of Euro 4.1 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.

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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,

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- 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,

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and any provision hereof can be waived only by written instrument signed by the Party against whom enforcement of such waiver is sought.

- 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.
- 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.
- The Exhibits to this Agreement constitutes an integral part of this Agreement and is hereby incorporated into this Agreement by this reference.
- The Parties covenant and agree that, subsequent to the execution and delivery of this 7.8 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.
- 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

DA	NI	SC	O F	'R A	N	CE	SA	S

DANISCO A/S

Ву	:
	Ole Rasmussen
	President

Søren Bjerre-Nielsen Executive Vice President, CFO

PA: 357849v6

PATENT

# EXHIBIT 1

# PATENT PORTFOLIO

Danisco	# Rhod	lia#	Priority App	ln. #	Registered own	er Priority date
504	A 885	3	FR81/09153		Eurozyme	08-05-198
505	A 950	02	FR90/10126		CNRS	08-08-199
506	R 000	18	FR00/02037		Rhodia Food	18-02-2000
507	R 000	42	FR00/04971		Danone	18-04-2000
508	R 000	59	FR00/06859		Rhodia Food	29-05-2000
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510	R 0007		R00/07802		Rhodia Food	19-06-2000
511	R 0009	2 F	R00/09333	F	Rhodia Food	17-07-2000
512	R 0009	6 F	R00/09676	R	hodia Food	24-07-2000
513	R 0012	4 F	R00/12172	R	hodia Food	25-09-2000
514	R 0012	IG1F	R00/12172	R	hodia Food	25-09-2000
515	R 00139	F	R00/06859	RI	nodia Food	29-05-2000
516	R 01021	F	R00/12172	RI	nodia Food	25-09-2000
517	R 01023	FF	R01/02651	Ins	t. Nat. Recherche	27-02-2001
518	R 01132	FF	101/12966	Rh	odia Chimie	09-10-2001
519	R 02160	US	10/310,549	Rhe	odia Chimie	05-12-2002
520 F	R 02162	FR	02/15363	Rho	odia Chimie	05-12-2002
521 F	021620	31 FR	02/15363		odia Chimie	05-12-2002
522 R	03029	FRO	3/03242	Rho	dia Chimie	17-03-2003
523 R	03058	FRO	3/05732	Rho	dia Chimie	13-05-2003
524 R	03066	FR0	3/06246	Rhod	dia Chimie	23-05-2003
525 R	03118	ERO	3/10423			03-09-2003

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527	R 0404	12	FR04/04508	~	Rhodia Chimie	28-04-200
528	R 3543	3	FR86/08842		Rhodia Chimie	19-06-198
529	R 3753		FR87/16855		Rhodia Chimie	04-12-198
530	R 3861		FR88/09529		Rhodia Chimie	13-07-198
531	R 9008	7	FR90/09669		Rhodia Chimie	30-07-199(
532	R 9008	<u>B</u>	FR90/09670		Rhodia Chimie	30-07-1990
533	R 9106		FR91/08670		Rhodia Chimie	10-07-1991
536	R 95134		R95/11697		Rhodia Chimie	03-10-1995
537	R 95160	F	R95/13510		Rhodia Chimie	15-11-1995
538	R 95160	G1F	R95/13510		Rhodia Chimie	15-11-1995
539	R 95161	F	R95/13511		Rhodia Chimie	15-11-1995
540	R 96098	F	R96/09061		Rhodia Chimie	15-07-1996
541	R 960980	31F	R96/09061		Rhodia Chimie	15-07-1996
542	R 96099	FI	R96/09062	F	Rhodia Chimie	15-07-1996
543	R 960990	31 F	R96/09062	F	Rhodia Chimie	15-07-1996
544	R 96113	FF	R96/09944	R	hodia Chimie	02-08-1996
545	R 96113G	1FF	R96/09061	R	hodia Chimie	15-07-1996
546	R 96134	FR	96/11779	R	hodia Chimie	27-09-1996
547	R 96135	FR	96/11986	RI	nodia Chimie	27-09-1996
549	R 97107	FR	97/11767	Ri	nodia Chimie	22-09-1997
550 F	R 97121	FR	97/13182	Rh	odia Chimie	21-10-1997
551 F	R 97129	FRS	7/13560	Rh	odia Chimie	29-10-1997
552 R	97133	FR9	7/13977	Tex	(el	06-11-1997
553 R	98014	FR9	8/01161	Rho	odia Chimie	02-02-1998

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554	R 98026	FR98/01805	Phodia Object	
	11 30020	1 1/30/0 1002	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
200 200 D	R 99147	President	्रिम्बाह्य विक्रा	1541 1899
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567	R 99154	FR99/14507	Rhodia Chimie	18-01-1999

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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

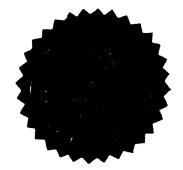
#### DANISCO A/S.

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.

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.
- 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

Ole Rasmussen

President

Mogens Granborg

Søren Bjerre-Nielsen

Executive Vice President

Executive Vice President, CFO

# 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

Ole Rasmussen

President

DANISCO A/S

Søren Bierre-Nielser

Executive Vice President, CFO

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Mogens Granborg

Executive Vice President

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4 PCT	PCT/FR01/01809	
5 JP	2002-504324	
6 MA	PV/26963	
7 US	10/311,579	
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	FR 00 09333	
5 PT		
6 ES		
7 PCT		
8 MA	FR   FR 00 09333   FR2   N.a.	
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**PATENT** 

REEL: 022062 FRAME: 0399

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EXHIBIT 1BIS PATENT PORTFOLIO

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PATENT REEL: 022062 FRAME: 0401

**RECORDED: 01/07/2009**