

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Dannon Company, Inc.	12/19/2008
RECEIVING PARTY DATA	
Name:	IBE Business Enterprise AG
Street Address:	Baararstrasse 86
City:	Zug 6300
State/Country:	SWITZERLAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D532293
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	HOUSTON, TEXAS 77253-3267
ATTORNEY DOCKET NUMBER:	2807-00100 DAR
NAME OF SUBMITTER:	David A. Rose
Total Attachments: 5 source=Assignment_2807#page1.tif source=Assignment_2807#page2.tif source=Assignment_2807#page3.tif source=Assignment_2807#page4.tif source=Assignment_2807#page5.tif	

CH \$40.00 D532293

PATENT ASSIGNMENT

This PATENT ASSIGNMENT, dated as of December 19, 2008 (this "Assignment") is made by and between The Dannon Company, Inc., a Delaware corporation ("Assignor"), and IBE Business Enterprise, AG, a Swiss corporation ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of the patent set forth on Schedule A hereto (the "Patent");

WHEREAS, Cie Gervais Danone, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 17, 2008, (the "Asset Purchase Agreement"; all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement), pursuant to which Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor, the Transferred Assets, as more particularly set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to Section 2.1 of the Asset Purchase Agreement, Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor the Transferred Patent, including all of Assignor's right, title and interest in and to the Patent;

WHEREAS, pursuant to Sections 7.2 and 7.3 of the Asset Purchase Agreement, the execution and delivery of this Assignment is a condition to Closing; and

NOW THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys and transfers to Assignee and its successors and assigns, and Assignee hereby purchases from Assignor and accepts the sale, assignment and transfer of, all of Assignor's right, title and interest in, to and under the Patent, including all rights therein provided by international conventions, treaties or otherwise, all income, royalties, damages and payments now or hereafter due or payable with respect to the Patent, and all records and files to the extent related thereto, which are delivered to Assignee under the Asset Purchase Agreement, together with the right to sue and recover damages for past, present and future infringements thereof and to fully and entirely stand in the place of the Assignor in all matters related thereto.

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to effect the terms of this Assignment and to record and perfect the interest of Assignee in and to the Patent, and shall not enter into any agreement in conflict with this Assignment.

3. No Warranties. Except as expressly provided in the Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Patent.

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4. Recordation. The Parties agree that Assignee may record this Assignment in the United States Patent and Trademark Office.

5. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the Parties hereto. The failure of any Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

THE DANNON COMPANY, INC.,

By: _____

Name: *Guillaume MERCIER*

Title: *Director Corporate Development, Groupe Dannon -*

IBE BUSINESS ENTERPRISE, AG

By: _____

Name:

Title:

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

THE DANNON COMPANY, INC.,

By: _____
Name: _____
Title: _____

IBE BUSINESS ENTERPRISE, AG

By: [Signature]
Name: DR. KENEL FLICK
Title: DIRECTOR

By: [Signature]
Name: Jürg Dannecker
Title: Director

Signature Page
Patent Assignment

Schedule A**PATENT**

Patent	Country	Reg. No. / Date	Appl. No. / Filed
CUP	US	D532293 11/21/2006	29/213098 09/14/2004