

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Procter & Gamble Company	04/18/2007
RECEIVING PARTY DATA	
Name:	Genencor International, Inc.
Street Address:	925 Page Mill Road
Internal Address:	Attn: Legal Department
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304-1013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10576331
CORRESPONDENCE DATA	
Fax Number:	(650)845-6504
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650)846-5838
Email:	sandy.fong-hou@danisco.com
Correspondent Name:	Kamrin T. MacKnight
Address Line 1:	Danisco US Inc.
Address Line 2:	925 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304-1013
ATTORNEY DOCKET NUMBER:	GC819-2-US/B
NAME OF SUBMITTER:	Kamrin T. MacKnight
<p>Total Attachments: 4</p> <p>source=P&G assignment for GC 819,921,931#page1.tif</p> <p>source=P&G assignment for GC 819,921,931#page2.tif</p>	

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The Procter & Gamble Company
Winton Hill Business Center
6090 Center Hill Avenue
Cincinnati, Ohio 45224

PATENT ASSIGNMENT AND LICENSE AGREEMENT

In this Patent Assignment And License Agreement (hereinafter "AGREEMENT"), effective December 1, 2006, The Procter & Gamble Company, a corporation of the State of Ohio, having its principal place of business at One Procter & Gamble Plaza, Cincinnati, OH, USA (hereinafter, together with its Affiliates, referred to as "ASSIGNOR"), and Genencor International, Inc., a Delaware corporation and a wholly owned indirect subsidiary of Danisco A/S with offices at 925 Page Mill Road, Palo Alto, California 94304 (hereinafter, together with its Affiliates, referred to as "ASSIGNEE"), agree as follows:

1. Whereas, ASSIGNOR owns at least a partial right, title, and interest in the patents and patent applications, and the inventions disclosed and/or claimed therein, listed in attached Schedule A (hereinafter referred to as "THE PATENTS") and ASSIGNOR represents and warrants that the THE PATENTS are sufficiently unencumbered to allow ASSIGNOR to assign THE PATENTS to ASSIGNEE.
2. Whereas, ASSIGNEE desires to acquire and ASSIGNOR is willing to assign to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to THE PATENTS.
3. In consideration for the license granted in Article 7 of this AGREEMENT and ASSIGNEE'S assumption of all past, present and future costs of THE PATENTS, ASSIGNOR hereby transfers, grants, conveys, assigns, and relinquishes exclusively to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to THE PATENTS, including the right to sue for past, present and future infringements and to collect and retain damages and profits therefore.
4. ASSIGNOR shall execute and deliver to ASSIGNEE the Assignment in Attachment A hereto, and, for a reasonable time thereafter, at the expense of and upon the request of ASSIGNEE, such further conveyance instruments as may be reasonably necessary to evidence more fully the transfer of ownership of THE PATENTS to ASSIGNEE.
5. In furtherance of this AGREEMENT, ASSIGNOR hereby acknowledges that, from December 1, 2006, forward, ASSIGNEE has succeeded to all of ASSIGNOR's right, title, and interest, including ASSIGNOR's standing to receive all rights and benefits pertaining to THE PATENTS, institute and prosecute all suits and proceedings, and take all actions that ASSIGNEE, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of THE PATENTS, whether arising before or after December 1, 2006, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits as ASSIGNEE, in its sole discretion, deems advisable.

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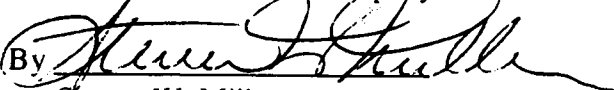
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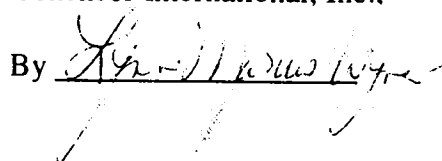
6. This AGREEMENT shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
7. As of the effective date of the assignment of THE PATENTS, ASSIGNEE grants ASSIGNOR a perpetual, non-exclusive, non-transferable, irrevocable, royalty-free license under the rights that ASSIGNOR is assigning to ASSIGNEE under this AGREEMENT. Such license being limited to the right to make, have made, use, offer to sell, sell, or import, FABRIC & HOME CARE PRODUCTS, as such FABRIC & HOME CARE PRODUCTS are defined under the parties' October 31, 2003, Master Collaboration Agreement (P&G Contract No. 114956) under THE PATENTS and that portion of the rights that ASSIGNOR is assigning to ASSIGNEE under this AGREEMENT that is disclosed and/or claimed in any continuations, continuations-in-part, divisionals, re-examinations, reissues and foreign equivalents of the PATENTS. Notwithstanding this paragraph, nothing in this Agreement shall modify or extend the rights of ASSIGNOR with respect to any of ASSIGNEE's intellectual property other than THE PATENTS and any continuations, continuations-in-part, divisionals, re-examinations, reissues and foreign equivalents.
8. ASSIGNEE may sub-license and assign its rights under this AGREEMENT without the consent of ASSIGNOR. Notwithstanding Article 7 above, in the event that substantially all of the rights to and/or assets of one or more of ASSIGNOR's FABRIC & HOME CARE PRODUCTS employing the rights granted under this license is acquired by a third party, ASSIGNOR may assign or transfer the license granted to ASSIGNOR by ASSIGNEE under this AGREEMENT to such third party without the consent of ASSIGNEE.
9. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Ohio (excluding conflicts of law rules) and of the United States.
10. This AGREEMENT represents the entire understanding between the parties with respect to the subject matter hereof as of the effective date, and this AGREEMENT supersedes all prior agreements, negotiations, understandings, representations, statements and writings between the parties relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT under seal the day and year first above written.

The Procter & Gamble Company

By 
Steven W. Miller
Vice President & General Counsel,
Intellectual Property

 Genencor International, Inc.,

By 

Date April 4, 2007

Date 4/15/2007

P&G Approved as to Form

P&G Approved for
Execution

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ATTACHMENT A

ASSIGNMENT

WHEREAS, The Procter & Gamble Company, a corporation of the State of Ohio, having its principal place of business at One Procter & Gamble Plaza, Cincinnati, OH, USA (hereinafter, together with its Affiliates, referred to as "ASSIGNOR"), owns, by assignment, at least partial right, title, and interest in the patents and patent applications contained in Schedule A of the Patent Assignment And License Agreement dated as of November 8, 2005, which is attached and hereby incorporated into and forms a part of this assignment, and any inventions claimed and/or disclosed therein; and Genencor International, Inc., a Delaware corporation with offices at 925 Page Mill Road, Palo Alto, California 94304 (hereinafter, together with its Affiliates, referred to as "ASSIGNEE"), desires to own ASSIGNOR's entire right, title, and interest in the Patents and Patent Applications contained in Schedule A and to the inventions claimed and/or disclosed therein.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby assigns, transfers, and sets over to ASSIGNEE, its lawful successors and assigns, ASSIGNOR's entire right, title, and interest in and to the patents and patent applications contained in Schedule A, and the inventions claimed and/or disclosed therein (including the right to sue for past, present and future infringements and to collect and retain damages and profits therefore), and ASSIGNOR hereby authorizes and requests any official of any country whose duty it is to issue patents on applications as described above, to issue all such patent(s) to ASSIGNEE, its successors and assigns, in accordance with the terms of this assignment;

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this assignment.

The Procter & Gamble Company

By

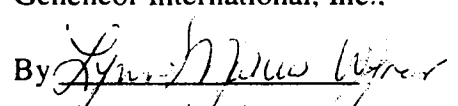

Steven W. Miller

Vice President & General Counsel,
Intellectual Property

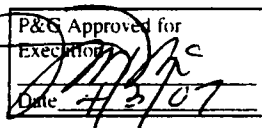
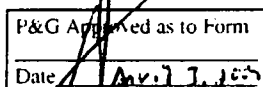
 Genencor International, Inc..

By

Date


4/18/2007

Date April 4, 2007



P&G

Schedule A

Genencor Case No.	U.S. Patent Application No.	Filing Date
GC819-2	US04/39066	November 19, 2004
GC821-2	US04/40438	December 3, 2004
GC931	11/583,334	October 19, 2006