PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

ent Name: McDermott Will & Emery LLP				
1: 600 13th Street NW 4: Washington, DISTRICT OF COLUMBIA 20005-3096				
=				

source=079310-0016-Assignment#page1.tif source=079310-0016-Assignment#page2.tif

501251772

source=079310-0016-Assignment#page3.tif source=079310-0016-Assignment#page4.tif source=079310-0016-Assignment#page5.tif

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("<u>Patent Assignment</u>"), dated July 12, 2010, is by and between CONAGRA FOOD INGREDIENTS COMPANY, INC., an entity formed and organized under the laws of Delaware ("<u>Assignor</u>"), and OLAM WEST COAST, INC., an entity formed and organized under the laws of Delaware ("<u>Assigner</u>").

WHEREAS, Assignor owns all right, title and interest in and to the patents and patent applications listed on the attached <u>Schedule A</u> (collectively, the "<u>Patents</u>"), including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing ("<u>Related Rights</u>");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 7, 2010 (the "<u>Asset Purchase Agreement</u>"), pursuant to which Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee or its designee the Transferred IP (as defined in the Asset Purchase Agreement) and all of its right, title and interest therein including, without limitation, the Patents and the Related Rights;

WHEREAS, Assignee desires for Assignor to sell, assign, convey, transfer and deliver to Assignee, all right, title and interest in and to the Patents and the Related Rights;

WHEREAS, the parties wish to execute and deliver this Patent Assignment for the purpose of confirming the assignment of the Patents and the Related Rights from Assignor to Assignee; and

WHEREAS, this Patent Assignment is effective as of July 12, 2010.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, all right, title and interest in and to the Patents and the Related Rights throughout the world, together with the right to sue, counterclaim and recover damages and profits and all other remedies for claims of past, present and future infringement or misappropriation thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Patents and the Related Rights.

Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all rights of Assignor to obtain reissues, re-examinations, continuations, continuations-in-part, divisions, extensions or other legal protections arising from the Patents and Related Rights that are or may be secured in any relevant jurisdiction anywhere in the world, including (but not limited to) the United States, its territories and possessions, now or hereinafter in effect.

Assignor hereby agrees to execute, at Assignor's expense, such additional documents as Assignee may request to register and otherwise give full effect to and perfect the rights of Assignee under this Patent Assignment in and to the Patents worldwide, including all documents necessary to register in the name of Assignee the assignment of the Patents and the

Related Rights with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

[signature page follows]

,

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be duly executed by an authorized officer as of the date first written above.

ASSIGNOR CONAGRA FOOD INGREDIENTS COMPANY, INC. By: Name: Autrovized Representative Title:

ASSIGNEE OLAM WEST COAST, INC.

By:	
Name:	
Title:	

STATE OF NEBRASKA COUNTY OF DOUBLAS



) ss:

On this ______day of ______, 2010, before me personally appeared _______, to me personally known, who, being duly sworn, did say that s/he is the ______ of OLAM WEST COAST, INC., and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be duly executed by an authorized officer as of the date first written above.

> ASSIGNOR CONAGRA FOOD INGREDIENTS COMPANY, INC.

By:___

Name: Title:

ASSIGNEE OLAM WEST COAST, INC.

HARLES K DAVIS By: Name: Title:

STATE OF)) ss: COUNTY OF)

On this ______day of ______, 2010, before me personally appeared _______, to me personally known, who, being duly sworn, did say that s/he is the _______ of CONAGRA FOOD INGREDIENTS COMPANY, INC., and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

STATE OF GEORGIA)) ss: COUNTY OF MUSCOGEE)

On this <u>9</u> day of <u>Jucy</u>, 2010, before me personally appeared <u>CHARLES K MANS</u>, to me personally known, who, being duly sworn, did say that s/he is the <u>SECRETARY</u> of OLAM WEST COAST, INC., and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires June 14, 2014 [Signature Page to Patent Assignment Agreement]

SCHEDULE A

U.S. Patent Filings

COUNTRY	FILED	SERIAL#	ISSUED/PUBL(SHED)	PATENT/PUBLICATION #
United States of America	11/01/04	10/978,340	10/21/08	7,438,943
United States of America	09/22/08	12/234,797	04/02/09	2009/0087529
United States of America	11/18/02	10/298,873	05/20/04	2004/0096559

International Patent Registrations and Applications

COUNTRY FI	LED	SERIAL #	PUBLISHED	PUBLICATION #
	/23/04	PCT/US04/39219	06/16/05	WO 2005/053428

,