

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Zeneca Limited	08/03/2000
RECEIVING PARTY DATA	
Name:	Marlow Foods Limited
Street Address:	Station Road, Stokesley, Middlesbrough
City:	Cleveland
State/Country:	UNITED KINGDOM
Postal Code:	TS9 7AB
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6767571
CORRESPONDENCE DATA	
Fax Number:	(703)816-4100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7038164000
Email:	lfm@nixonvan.com
Correspondent Name:	Nixon & Vanderhye
Address Line 1:	901 North Glebe Road, 11th Floor
Address Line 4:	Arlington, VIRGINIA 22203
ATTORNEY DOCKET NUMBER:	LCM-687-194
NAME OF SUBMITTER:	Leonard C. Mitchard
Total Attachments: 7 source=687-194Assignment-USP6767571#page1.tif source=687-194Assignment-USP6767571#page2.tif source=687-194Assignment-USP6767571#page3.tif source=687-194Assignment-USP6767571#page4.tif source=687-194Assignment-USP6767571#page5.tif	

OP \$40.00 6767571

501414199

PATENT
REEL: 025682 FRAME: 0226

source=687-194Assignment-USP6767571#page6.tif
source=687-194Assignment-USP6767571#page7.tif

THIS ASSIGNMENT is made on 3 AUGUST 2000

BETWEEN

(1) Zeneca Limited a company incorporated in England and Wales (registered no 02710846) whose registered office is at 15 Stanhope Gate, London, W1Y 6LN (the "Assignor")

(2) Marlow Foods Limited a company incorporated in England and Wales (registered no 01752242) whose registered office is at Station Road, Stokesley, Middlesbrough, Cleveland, TS9 7AB (the "Assignee")

WHEREAS:

- (A) The Assignor is the legal and beneficial owner of a equal undivided share of the patents short particulars of which are set out in the Schedule 1 hereto in territories specified therein (the "Patents")
- (B) The Assignor has agreed to assign to the Assignee its share in the Patents and all its rights, title and interest therein upon the terms and conditions set out below.
- (C) The Co-owner of the Patents has consented to the assignment in writing as set out in the copy letter in Schedule 2 hereto.

NOW IT IS AGREED as follows:

1. In consideration of the sum of £1 now paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged by the Assignor) the Assignor with full title guarantee **HEREBY ASSIGNS** to the Assignee:
 - (i) all of its rights title and interest in and to the Patents and all rights powers liberties and immunities conferred on the co-proprietor thereof by the

grant of the Patents free from all liens charges and encumbrances and including (in conjunction with The BOC Group Plc) the right to sue for damages and other remedies in respect of any infringement of the Patents or other acts within the scope of the claims of any published specification of any of the Patents which may have occurred prior to the date hereof; and

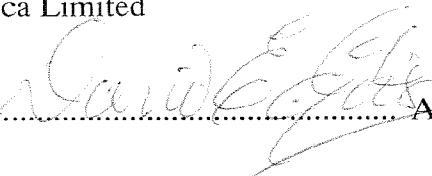
- (ii) the right to apply for prosecute and obtain patent or similar rights or protection in respect of any of the inventions the subject matter of the Patents in any country of the world (including the right to claim priority from the Patents) and in furtherance thereof subject to the payment by the Assignee of all the Assignor's reasonable costs fees and expenses the Assignor shall confirm and authenticate or take reasonable steps to procure the signature confirmation and authentication of all forms declarations and papers properly required by any Patent Office in support of any such application including any divisional applications and will promptly deliver the same to the Assignee **TO HOLD** unto the Assignee absolutely.
2. The Assignor will at the request and expense of the Assignee do all reasonable acts and execute all documents and take reasonable steps to procure the deposing to or swearing of any declarations or oaths reasonably necessary or desirable of vesting absolutely the share of all right title and interest to the Patents in favour of the Assignee and for conferring on the Assignee rights of action in relation to any acts of infringement by third parties which may have occurred prior to the date hereof and will comply with any other matter or thing and render all assistance reasonably required by the Assignee and pending the doing executing and making or such acts documents declarations oaths and things the Assignor shall hold the legal estate in the share of the Patents in trust for the Assignee.

3. In the event that any proceedings are at any time instituted by way of claim petition or counter-claim impugning the validity of the Patents the Assignor will render all reasonable assistance to the Assignee in relation thereto (including participation in proceedings) subject to the payment by the Assignee of all the Assignor's reasonable costs fees and expenses and in the case of participation in proceedings indemnification in terms reasonably acceptable to the Assignor in respect of all liabilities costs and expenses which may be incurred by the Assignor as a result of participation in such proceedings.
4. This Assignment shall be governed by and construed in all respects in accordance with the laws of England.

IN WITNESS WHEREOF this agreement has been executed on the date first above written.

Executed by

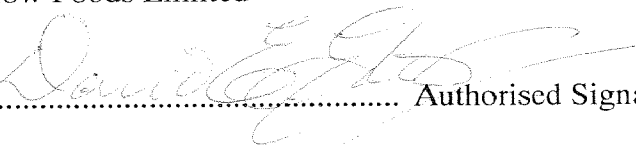
Zeneca Limited

.......... Authorised Signatory

.....**DAVID ERIC GILES**..... Name

Executed by

Marlow Foods Limited

.......... Authorised Signatory

.....**DAVID ERIC GILES**..... Name

SCHEDULE 1

Country	Patent Number	Application Number
Belgium	341878	89304358.8
Switzerland	P341878.9	89304358.8
Germany	68909667.4	89304358.8
France	341878	89304358.8
European Patent	341878	89304358.8
Ireland	62554	1539/89
Italy	341878	89304358.8
Japan	2759157	118480/89
Netherlands	341878	89304358.8
Taiwan	NI-43370	78103559
USA	5198362	350770

COUNTRY	APPLICATION NUMBER	PATENT NUMBER
WO (all designated states)	PCT/GB98/03716	
South Africa	98/11530	98/11530
Australia	11039/97	
Brazil	PI9612037.1	
Canada	2240593	
China	96199948.9	
Czech Republic	PV1853/98	
EP (all designated states)	96941761.7	
Hong Kong	99101964.2	
Hungary	21078/98	
Israel	124853	
India	2806/DEL/1996	
Japan	522562/97	
Mexico	984812	
Norway	19982757	
New Zealand	323986	
Poland	P-327170	
Russian Federation	98113302	
USA	09/091105	
USA	09/407961	
South Africa	96/10477	96/10477
UK	9411686.0	2279236
Austria	96900120.5	0804086
Australia	43509/96	698504
Belgium	96900120.5	0804086
Canada	2210292	
Switzerland	96900120.5	0804086
Germany	96900120.5	69604562.1
Denmark	96900120.5	0804086
EP (all designated states)	96900120.5	0804086
Spain	96900120.5	0804086
France	96900120.5	0804086
UK	96900120.5	0804086
Ireland	96900120.5	0804086
India	62/DEL/1996	
Japan	521506/96	
Luxemborg	96900120.5	0804086
Netherlands	96900120.5	0804086
Sweden	96900120.5	0804086
USA	08/875410	5904943
South Africa	96/0103	96/0103

Australia	17133/95	691576
Canada	2183648	
EP (all designated states)	95909029.1	
Japan	522744/95	
New Zealand	279872	279872
USA	08/696821	5739030
Australia	15862/95	690633
Canada	2180949	
EP (all designated states)	95907772.8	
Japan	521062/95	
New Zealand	279286	279286
USA	08/687571	5935841
Belgium	95900215.5	0728062
Switzerland	95900215.5	0728062
Germany	95900215.5	69418475.6
Denmark	95900215.5	0728062
EP (all designated states)	95900215.5	0728062
France	95900215.5	0728062
Ireland	95900215.5	0728062
Netherlands	95900215.5	0728062
Sweden	95900215.5	0728062
USA	08/637785	5736184
Austria	92900581.7	0620846
Belgium	92900581.7	0620846
Canada	2125648	
Switzerland	92900581.7	0620846
Germany	92900581.7	69129042.3
Denmark	92900581.7	0620846
EP (all designated states)	92900581.7	0620846
Spain	92900581.7	0620846
France	92900581.7	0620846
UK	92900581.7	0620846
Greece	92900581.7	0620846
Italy	92900581.7	0620846
Japan	501736/92	
Netherlands	92900581.7	0620846
Sweden	92900581.7	0620846
USA	08/244859	5563065
Austria	86308154.3	0222529
Belgium	86308154.3	0222529
Canada	522250	1285513
Switzerland	86308154.3	0222529
Germany	86308154.3	P3683253.7

EP (all designated states)	86308154.3	0222529
France	86308154.3	0222529
UK	86308154.3	0222529
Greece	86308154.3	3003673
Italy	86308154.3	0222529
Japan	264870/86	2125224
Luxemborg	86308154.3	0222529
Netherlands	86308154.3	0222529
Sweden	86308154.3	0222529
USA	925556	4782024
Germany	P3239210.9	3239210
France	8217544	8217544
UK	8228763	2108151
Japan	185326/82	1629986