

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Tate & Lyle Ingredients Americas, Inc.	09/30/2010
RECEIVING PARTY DATA	
Name:	European Sugar Holdings S.A.R.L.
Street Address:	75, Parc d'Activites Capellen
Internal Address:	L8308 Capellen
City:	Grand Duchy
State/Country:	LUXEMBOURG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12025153
CORRESPONDENCE DATA	
Fax Number:	(713)934-7011
Phone:	7139344097
Email:	nnolan@wmalaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Williams Morgan & Amerson, P.C.
Address Line 1:	10333 Richmond, Suite 1100
Address Line 4:	Houston, TEXAS 77042
ATTORNEY DOCKET NUMBER:	3200.000900
NAME OF SUBMITTER:	Raymund F. Eich
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

CH \$40.00 12025153

Dated 30 September 2010

TATE & LYLE INGREDIENTS AMERICAS, INC.
and
EUROPEAN SUGAR HOLDINGS S.À.R.L.

**PATENT ASSIGNMENT
(EUROPEAN COMMUNITY)**

Linklaters

One Silk Street
London EC2Y 8HQ

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Ref Mai Le Dinh

**PATENT
REEL: 027359 FRAME: 0522**

Patent Assignment

This Assignment is made on *30th September* 2010 between

- (1) **TATE & LYLE INGREDIENTS AMERICAS, INC.**, a company incorporated in the US state of Delaware, whose address is 2200 East Eldorado St, Decatur, Illinois 62525, United States ("Assignor"); and
- (2) **EUROPEAN SUGAR HOLDINGS S.Á.R.L.**, a company incorporated in Luxembourg whose registered office is at 75, Parc d'Activités Capellen, L-8308 Capellen, Grand Duchy of Luxembourg ("Assignee").

Whereas:

- (A) The Assignor is entitled to the benefit of Applications (defined below) for registered patents.
- (B) The Assignor has agreed, pursuant to the SBSA (defined below) to assign to the Assignee all its right, title and interest in its Applications for the consideration and upon the terms set out in this Assignment.

It is agreed as follows:

1 Interpretation:

1.1 Definitions

"Applications" means the applications for registered patents, brief particulars of which are set out in the Schedule; and

"SBSA" means the Share and Business Sale Agreement entered into on 30 June 2010, and amended and restated on 2010, by the Tate & Lyle PLC, American Sugar Holdings, Inc., and other parties.

1.2 Modification and Re-enactment of Statutes

References to a statutory provision include that provision as modified or re-enacted from time to time.

1.3 Recitals, Clauses etc.

References to this Assignment include its Recitals and Schedules and references to Recitals, Clauses and Schedules are to Recitals, Clauses of, and Schedules to, this Assignment.

1.4 Legal Terms

References to any English legal term shall, for any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction.

2 Assignment

- 2.1 In consideration of the sum of £1 paid by the Assignee to the Assignor (the receipt of which the Assignor acknowledges) the Assignor assigns to the Assignee:

- 2.1.1 all the Assignor's right, title and interest in its:
 - (i) the Applications; and

- (ii) all patents and applications for patents equivalent or corresponding to any of the foregoing or claiming priority or divided out from them; and

with the intent that any patent granted pursuant to any Application assigned under this Assignment should be granted in the name of and vest absolutely in the Assignee; and

- 2.1.2 all rights of action arising or accrued in relation to any of the above including, without limitation, the right to take proceedings and to seek and recover damages and seek other remedies for all past and future infringements.

3 Further Assurance

Any time after the date of this Assignment, at the request of the Assignee, the Assignor shall and shall use reasonable endeavours to procure that any necessary third party shall, at the cost of the Assignee execute such documents and do such acts and things as the Assignee may reasonably require for the purpose of giving to the Assignee the full benefit of all the provisions of this Assignment.

4 Warranties

The Assignor grants such rights as it may have in the Applications but excludes all warranties (express and/or implied) in relation to them.

5 Law and Jurisdiction

- 5.1 This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 5.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Assignment.

6 Whole Agreement

This Assignment and the SBSA contain the whole agreement between the parties relating to its subject-matter at the date of this Assignment. The Assignee acknowledges that it has not been induced to enter into this Assignment by any representation, warranty or undertaking not expressly incorporated into it or the SBSA. So far as is permitted by law, and except in the case of fraud, the Assignee agrees and acknowledges that its only rights and remedies in relation to any representation, warranty or undertaking made or given in connection with this Assignment shall be for breach of the terms of this Assignment or the SBSA, to the exclusion of all other rights and remedies (including those in tort or arising under statute).

7 Invalidity

- 7.1 If any provision in this Assignment shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Assignment but the legality, validity or enforceability of the remainder of this Assignment shall not be affected.
- 7.2 If any illegal, invalid or unenforceable provision would be legal, valid and enforceable if some part of it were deleted or modified, the provision shall apply with whatever deletion or modification is necessary to give effect to the commercial intention of the parties.

8 Counterparts

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment, but all the counterparts shall together constitute the same Assignment.

In witness whereof this Assignment has been entered into on the date stated at the beginning.

SIGNED by
on behalf of TATE & LYLE
INGREDIENTS AMERICAS, INC.

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SIGNED by *ARMANDO A. TABERNILLA*
on behalf of EUROPEAN SUGAR
HOLDINGS S.Á.R.L.

}



8 Counterparts

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment, but all the counterparts shall together constitute the same Assignment.

In witness whereof this Assignment has been entered into on the date stated at the beginning.

SIGNED by
on behalf of **TATE & LYLE**
INGREDIENTS AMERICAS, INC.

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A J Comg

SIGNED by
on behalf of **EUROPEAN SUGAR**
HOLDINGS S.Á.R.L.

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Schedule

Application

European Application No.	European Publication No.	Title	Owner
	EP2181288A2	Improved process for efficient energy recovery from biomass	Tate & Lyle Ingredients Americas Inc
	EP2013367A1	Method for deashing syrup by electrodialysis	Tate & Lyle Ingredients Americas Inc
8827068.1		Process for efficient energy recovery from biomass	Tate & Lyle Ingredients Americas Inc

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