

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LODERS CROKLAAN B.V.	06/23/2011
RECEIVING PARTY DATA	
Name:	STEPAN SPECIALTY PRODUCTS, LLC
Street Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11571919
CORRESPONDENCE DATA	
Fax Number:	(312)759-5646
Phone:	312-357-1313
Email:	msweetin@btlaw.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:	Mark J. Nahnsen
Address Line 1:	Barnes & Thornburg LLP
Address Line 2:	P.O. Box 2786
Address Line 4:	Chicago, ILLINOIS 60690-2786
ATTORNEY DOCKET NUMBER:	53254-117395
NAME OF SUBMITTER:	Mark J. Nahnsen, Reg. No. 51093
Total Attachments: 14 source=117395_TransferAgrmt_StepanSpecialty#page1.tif source=117395_TransferAgrmt_StepanSpecialty#page2.tif source=117395_TransferAgrmt_StepanSpecialty#page3.tif	

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source=117395\_TransferAgrmt\_StepanSpecialty#page14.tif

23 June 2011

**LODERS CROKLAAN B.V.**

**and**

**LIPID NUTRITION B.V.**

**and**

**STEPAN SPECIALTY PRODUCTS, LLC**

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**Deed of Transfer of Intellectual Property Rights**

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**C/M/S/**

Law. Tax

CMS Derks Star Busmann N.V.  
Mondriaan Tower  
Amstelplein 8A  
1096 BC Amsterdam  
The Netherlands  
[www.cms-dsb.com](http://www.cms-dsb.com)

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**PATENT**  
**REEL: 028044 FRAME: 0910**

## DEED OF TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

THE UNDERSIGNED:

1. **Loders Croklaan B.V.**, a private limited liability company under the laws of the Netherlands, having its registered office and principal place of business at Hogeweg 1, 1521 AZ Wormerveer, the Netherlands;
2. **Lipid Nutrition B.V.**, a private limited liability company under the laws of the Netherlands, having its registered office and principal place of business at Hogeweg 1, 1521 AZ Wormerveer, the Netherlands (the "Seller" and together with Loders Croklaan B.V. : the "Transferors"); and
2. **Stepan Specialty Products, LLC**, a Delaware limited liability company, with its registered office at 1209 Orange Street, Wilmington, Delaware, United States of America and The Corporation Trust Company being its registered agent at such address in the State of Delaware, United States of America (the "Transferee").

The parties above shall collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- (A) Pursuant to a business purchase agreement dated 23 June 2011 (the "Business Purchase Agreement") the Seller sold a number of assets jointly comprising its branded lipids product lines to the Transferee;
- (B) Pursuant to the Business Purchase Agreement, the Transferors shall transfer to the Transferee the Intellectual Property Rights (as defined in the Business Purchase Agreement) held by them, including the domain names as further specified in **Schedule 1** attached hereto and all reissues, divisions, renewals and extensions thereof (the "Domain Names");
- (C) Parties wish to effectuate the transfer of the Intellectual Property Rights as referred to in sub B on the terms and subject to the conditions set out in this deed of transfer of Intellectual Property Rights (the "Deed"),

HAVE AGREED AS FOLLOWS:

### 1. ASSIGNMENT

- 1.1 Subject to clause 1.2, the Transferors hereby transfer to the Transferee (or to such person as the Transferee designates), who accepts, all the Transferors' rights, interests and titles (legal and beneficial) in and to the Intellectual Property Rights, free from encumbrances, and all other rights, privileges and benefits contained therein and pertaining thereto. This transfer shall be effective as at the date hereof.
- 1.2 The Transferors shall provide all necessary cooperation, documentation and agreements, and will draw up and submit all necessary forms and all relevant notifications in order to effectuate the transfer of the Intellectual Property Rights to the Transferee, including, as regards the Domain Names, in accordance with the rules as applied to the transfer by the national top level domain registrar (in the case of the .NL domain: *Stichting Internet Domeinregistratie Nederland*), upon execution of this agreement.
- 1.3 As soon as practically possible after the date of execution of this Deed, the Transferors shall transfer to the Transferee all relevant documentation in their possession relating to the



Intellectual Property Rights (including without limitation filings, prosecution history files, registration certificates, letters with the relevant intellectual property institutes).

- 1.5 The Transferee shall hold all rights of ownership (legal and beneficial) and use over the Intellectual Property Rights previously held by the Transferors and shall be entitled to assign them, licence them, use them, maintain them or abandon them as it wishes, as of the date hereof.
- 1.6 The Transferors do not make any warranties (express or implied) as to the Domain Names other than the warranties given by the Seller in **Schedule 12** to the Business Purchase Agreement.

## 2. MISCELLANEOUS

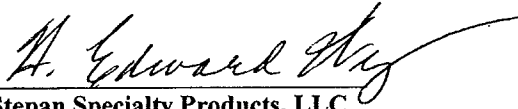
- 2.1 In case any part of this Deed for any reason shall be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Deed had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the Parties hereto that they would have executed the remaining portion of this Deed without including therein any such part, parts or portion which may, for any reason, be hereafter declared invalid.
- 2.2 This Deed may be executed in counterparts, which taken together shall constitute one and the same instrument, and each of the Parties hereto may execute this Deed by signing any such counterpart.
- 2.3 The Business Purchase Agreement constitutes an integral part of this Deed and is hereby incorporated into this Deed by reference. This Deed shall in no way impair or affect the Business Purchase Agreement that shall remain in full force and effect despite Completion.
- 2.4 No failure or delay on the part of any Party in the exercise of any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any other power or right, preclude any other or further exercise thereof or the exercise of any other power or right hereunder. The rights and remedies of any Party hereof are cumulative and are not exclusive of any rights or remedies provided by law.
- 2.5 The Parties waive hereby their rights under Section 6:265 and 3:50 of the Dutch Civil Code (*Burgerlijk Wetboek*) to rescind (*ontbinden*) and to declare void (*vernietigen*) this Deed following completion of all transactions and matters contemplated in Clause 1.
- 2.6 No variation of this Deed shall be effective unless made in writing and signed by or on behalf of each of the Parties.

## 3. GOVERNING LAW AND JURISDICTION

- 3.1 This Deed shall be governed by and construed in accordance with the laws of the Netherlands.
- 3.2 Any dispute arising out of or in connection with this Deed and/or any agreement arising out of this Deed shall be finally settled by the District Court of Amsterdam, the Netherlands.

Thus agreed upon and executed on the date first above mentioned.





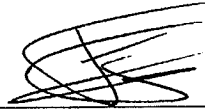
**Stepan Specialty Products, LLC**

By: Stepan Company

Its: Sole member

By: H. Edward Wynn

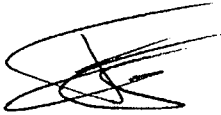
Its: authorized signatory



**Loders Croklaan B.V.**

By: Thomas Louis François Favre

Its: managing director



**Lipid Nutrition B.V.**

By: Thomas Louis François Favre

Its: managing director

**C/M/S' Derks Star Busmann**

**Schedule 10**

**Intellectual Property Rights**

*JS*

**1. Patents**

**Note: df PCT = derived from PCT application**

Case Number	Product Line	Title	Country*	Application Number	Application or Filing Date
F7411	CLARINOL	Production of Materials Rich in Conjugated Isomers of Long Chain PUFA Residues	EP	98202886.2	31-Aug-1998
			AT	98202886.2	31-Aug-1998
			BE	98202886.2	31-Aug-1998
			DE	98202886.2	31-Aug-1998
			DK	98202886.2	31-Aug-1998
			ES	98202886.2	31-Aug-1998
			FR	98202886.2	31-Aug-1998
			GB	98202886.2	31-Aug-1998
			IT	98202886.2	31-Aug-1998
			NL	98202886.2	31-Aug-1998
			NO	984207	11-Sep-1998
			SE	98202886.2	31-Aug-1998
			AU	84160/98	11-Sep-1998
			CA	2246085	28-Aug-1998
			US	09/151776	11-Sep-1998
			US	09/617510	14-Jul-2000
F7644	CLARINOL	Process for the Production of CLA Triglycerides	EP	03251482.0	12-Mar-2003
			US	10/410,595	10-Apr-2003
F7648	CLARINOL	Use of CLA Derivatives	PC	PCT/GB03/01726	24-Apr-2003
			AU	2003224298	24-Apr-2003
			KR	2004-7017011	24-Apr-2003
			TH	081914	24-Apr-2003
LN 01-2003	CLARINOL	Process for Preparing Conjugated Fatty Acids	EP	04253966.8	1-Jul-2004
			AT	04253966.8	1-Jul-2004
			BE	04253966.8	1-Jul-2004
			CH	04253966.8	1-Jul-2004
			DE	04253966.8	1-Jul-2004
			DK	04253966.8	1-Jul-2004
			ES	04253966.8	1-Jul-2004
			FR	04253966.8	1-Jul-2004
			GB	04253966.8	1-Jul-2004
			IE	04253966.8	1-Jul-2004
			IT	04253966.8	1-Jul-2004
			NL	04253966.8	1-Jul-2004
			SE	04253966.8	1-Jul-2004
			US	10/880,080	30-Jun-2004



LN 02-2003	CLARINOL	Use of CLA for Treating Colds	EP	04252434.8	27-Apr-2004
			BE	04252434.8	27-Apr-2004
			CH	04252434.8	27-Apr-2004
			DE	04252434.8	27-Apr-2004
			ES	04252434.8	27-Apr-2004
			FR	04252434.8	27-Apr-2004
			GB	04252434.8	27-Apr-2004
			IT	04252434.8	27-Apr-2004
			NL	04252434.8	27-Apr-2004
			PL	04252434.8	27-Apr-2004
			PT	04252434.8	27-Apr-2004
			SE	04252434.8	27-Apr-2004
			AU	2003257514	23-Oct-2003
			LN 02-2003 DIV		
LN 01-2005	CLARINOL Co-applicant Anqing	Process for the Preparation of Fatty Acids	PC	PCT/EP2006/001020	2-Feb-2006
			EP df PCT	06706675.3	2-Feb-2006
			BE	06706675.3	2-Feb-2006
			CH	06706675.3	2-Feb-2006
			CZ	06706675.3	2-Feb-2006
			DE	06706675.3	2-Feb-2006
			DK	06706675.3	2-Feb-2006
			ES	06706675.3	2-Feb-2006
			FR	06706675.3	2-Feb-2006
			GB	06706675.3	2-Feb-2006
			HU	06706675.3	2-Feb-2006
			EI	06706675.3	2-Feb-2006
			IT	06706675.3	2-Feb-2006
			LT	06706675.3	2-Feb-2006
			NL	06706675.3	2-Feb-2006
			PL	06706675.3	2-Feb-2006
			PT	06706675.3	2-Feb-2006
			SE	06706675.3	2-Feb-2006
			CN df PCT	200510054223.7	4-Feb-2005
			JP df PCT	2007-553554	2-Feb-2006
			KR df PCT	2007-7018320	2-Feb-2006
MY	PI20071271	1-Aug-2007			
US df PCT	11/883642	2-Feb-2006			

LN 05-2007	CLARINOL	Low Sugar Yoghurt	PC EP df PCT BR df PCT CA df PCT CN df PCT KR df PCT RU df PCT US df PCT	PCTEP2008/003268  08749069.4 PI 0810127-2 2,684,803 200880013003.1 2009-7023921 2009143323 12/597,284	23-Apr-2008  23-Apr-2008 23-Apr-2008 23-Apr-2008 23-Apr-2008 23-Apr-2008 23-Apr-2008
LN 06-2007	CLARINOL	Beverage Composition Comprising CLA	PC EP df PCT BR df PCT CA df PCT CN df PCT KR df PCT RU df PCT US df PCT	PCT/EP2008/003263  08749064.5 PI0810130-2 2,684,841 200880013081.1 2009-7023923 2009143321 12/597,200	23-Apr-2008  23-Apr-2008 23-Apr-2008 23-Apr-2008  23-Nov-2009 23-Apr-2008
LN 17-2007	CLARINOL	Dough Composition	EP CZ DE ES FI FR GB HU IT LV NL PO SE CN df PCT US df PCT	             200880115425.X 12/740,290	29-Oct-2007  29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 22-Oct-2008 22-Oct-2008
LN 18-2007	CLARINOL	Dressing Composition	EP US df PCT		29-Oct-2007
LN 21-2007	CLARINOL	Soup or Sauce Composition	PC	PCT/EP2008/008916	22-Oct-2008

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			EP df PCT US df PCT	08845387.3	
LN 01-2009	CLARINOL	Fat Blends and Uses Thereof	PC	PCT/EP2010/003126	21-May-2010
LN 05-2009	CLARINOL Co-applicant Anqing	Process	CN	200910249088.X	14-Dec-2009
			EP	10250232.5	11-Feb-2010
			KR	10-2010-0125390	9-Dec-2010
			US	12/960,920	6-Dec-2010
LN 06-2010	CLARINOL	Method for Producing CLA	CN	201010623322.3	31-Dec-2010
F7342	MARINOL	Free Flowing Fat Compositions	EP	97903347.9	19-Feb-1997
			DE	97903347.9	19-Feb-1997
			FR	97903347.9	19-Feb-1997
			GB	97903347.9	19-Feb-1997
			IT	97903347.9	19-Feb-1997
			NL	97903347.9	19-Feb-1997
			CA	2252051	19-Feb-1997
			US	09/155,991	19-Feb-1997
			US	09/705,865	6-Nov-2000
			LN 01-2004	MARINOL Co-applicant FrieslandCampina	Powdered Composition Containing an Edible Oil and their Use in Food Products
EP	05759854.2	12-Jul-2005			
CH - mut	05759854.2	12-Jul-2005			
DE - mut	05759854.2	12-Jul-2005			
DK - mut	05759854.2	12-Jul-2005			
ES - mut	05759854.2	12-Jul-2005			
FR - mut	05759854.2	12-Jul-2005			
GB - mut	05759854.2	12-Jul-2005			
IT - mut	05759854.2	12-Jul-2005			
NL - mut	05759854.2	12-Jul-2005			
AU - mut	2005263018	12-Jul-2005			
US - mut	11/571,919				
AR - LN	P050102904	13-Jul-2005			
BR - LN	PI 0513328-9				
CN - LN	200580030631.7	12-Jul-2005			
JP - LN	2007-521420	12-Jan-2007			
KR - LN	10-2007-7002222				
MY - LN	PI 20053182	12-Jul-2005			
RU - LN	2007105226	12-Jul-2005			
CA - FC	2,573,487	12-Jul-2005			

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LN 01-2008	MARINOL PINNOTHIN	Process for Refining a Triglyceride Oil	PC	PCT/EP2009/001863	13-Mar-2009
			EP df PCT	9722483.6	13-Mar-2009
			CA df PCT		13-Mar-2009
			CN df PCT	200980109097.7	13-Mar-2009
			JP df PCT		13-Mar-2009
			MY df PCT	PI 2010004313	13-Mar-2009
			US df PCT	12/921,835	13-Mar-2009
LN 02-2010	MARINOL CLARINOL	Method for Treating an Edible Oil	EP	10250435.4	9-Mar-2010
			PC	PCT/EP2011/053365	7-Mar-2011
LN 04-2009	MIXED OILS	Use of CLA	PC	PCT/EP2010/002280	14-Apr-2010
F7508	PINNOTHIN	Composition Containing Pinolenic Acid and its Use as a Health Component	EP	00203103.7	6-Sep-2000
			AT	00203103.7	6-Sep-2000
			BE	00203103.7	6-Sep-2000
			CH	00203103.7	6-Sep-2000
			DE	00203103.7	6-Sep-2000
			DK	00203103.7	6-Sep-2000
			ES	00203103.7	6-Sep-2000
			FR	00203103.7	6-Sep-2000
			GB	00203103.7	6-Sep-2000
			IE	00203103.7	6-Sep-2000
			IT	00203103.7	6-Sep-2000
			NL	00203103.7	6-Sep-2000
			PT	00203103.7	6-Sep-2000
			SE	00203103.7	6-Sep-2000
			JP	2000-300280	29-Sep-2000
			JPdiv1	2007-258803	2-Oct-2007
			KR	10-2000-57291	29-Sep-2000
US	09/672487	29-Sep-2000			

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LN 02-2005	PINNOTHIN	Use of Pinolenic Acid for the Treatment of Obesity	EP 2	06250162.2	13-Jan-2006
			BE	06250162.2	13-Jan-2006
			CH	06250162.2	13-Jan-2006
			CZ	06250162.2	13-Jan-2006
			DE	06250162.2	13-Jan-2006
			DK	06250162.2	13-Jan-2006
			ES	06250162.2	13-Jan-2006
			FI	06250162.2	13-Jan-2006
			FR	06250162.2	13-Jan-2006
			GB	06250162.2	13-Jan-2006
			HU	06250162.2	13-Jan-2006
			IT	06250162.2	13-Jan-2006
			NL	06250162.2	13-Jan-2006
			PL	06250162.2	13-Jan-2006
			SE	06250162.2	13-Jan-2006
			SK	06250162.2	13-Jan-2006
			AR	60100351	31-Jan-2006
			AU	2006200169	16-Jan-2006
			BR	PI0600199-8	30-Jan-2006
			CA	2533196	19-Jan-2006
			CL	98-2006	18-Jan-2006
			CN	200610059906.6	28-Jan-2006
			JP	2006-21306	30-Jan-2006
			KR	2006-0009434	31-Jan-2006
			MX	PA/2006/001190	30-Jan-2006
			MY	PI20060431	27-Jan-2006
			RU	2006102649/13	30-Jan-2006
			TH	107920	16-Jan-2006
			US	11/341,517	30-Jan-2006
			ZA	2006/00799	27-Jan-2006
LN 02-2005 DIV			EPdivl	09075115.7	13-Mar-2009
LN 07-2007	PINNOTHIN	Yoghurt	PC	PCT/EP2008/003269	23-Apr-2008

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			EP df PCT BR df PCT CA df PCT CN df PCT KR df PCT RU df PCT US df PCT	08749070.2 PI0810125-6 2,684,804 200880013091.5 2009-7023922 2009143322 12/597336	23-Apr-2008 23-Apr-2008 23-Apr-2008 17-Nov-2009 23-Nov-2009 23-Apr-2008
LN 08-2007	PINNOTHIN	Beverage Composition	PC  EP df PCT BR df PCT CA df PCT CN df PCT KR df PCT RU df PCT US df PCT	PCT/EP2008/003264  08749065.2 PI0810560-0 2,684,800 200880013525.1 2009-7023924 2009143325 12/597225	23-Apr-2008  23-Apr-2008 23-Apr-2008 23-Apr-2008   23-Apr-2008
LN 19-2007	PINNOTHIN	Dough Composition	EP  CN df PCT US df PCT	  200880115426.4 12/740,266	29-Oct-2007  22-Oct-2008 22-Oct-2008
LN 20-2007	PINNOTHIN	Dressing Composition	EP  DE ES FR GB IT LV NL PT SE  US df PCT	  60 2007 011 078.5-08	29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007 29-Oct-2007
LN 22-2007	PINNOTHIN	Soup or Sauce Composition and Process for its Production	PC  EP df PCT US df PCT	PCT/EP2008/008915  08845195.0 12/740,207	22-Oct-2008  22-Oct-2008

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			BE	01201646.5	7-May-2001
			DE	01201646.5	7-May-2001
			FR	01201646.5	7-May-2001
			GB	01201646.5	7-May-2001
			NL	01201646.5	7-May-2001
			CA	2,350,967	18-Jun-2001
			US	09/864881	25-Mar-2001
LN 02-2006	RUMENIC ACID	Process for Producing Isomer Enriched CLA Composition	PC	PCT/EP2007/003059	4-Apr-2007
			EP df PCT	07724000.0	4-Apr-2007
			AU df PCT	2007239539	4-Apr-2007
			CN df PCT	200780016965.8	4-Apr-2007
			US df PCT	12/296,603	4-Apr-2007

## 2. TRADEMARKS

Note: W M = Word Mark

W & D = Word & Device

File Name	Type	Country	Case Type	Class	Reg. Date	Status	Reg. No.	Image
CLARINOL	W M	Argentina	ORD	1		Opposition		
CLARINOL	W M	Argentina	ORD	5		Opposition		
CLARINOL	W M	Argentina	ORD	29		Opposition		
CLARINOL	W M	Australia	ORD	01, 05, 29	11-06-1999	Registered	797230	
CLARINOL	W & D	Australia	IR	01, 05, 29	06-08-2004	Registered	833513	
CLARINOL	W M	Austria	IR	01, 05, 29	29-10-1999	Registered	724368	
CLARINOL	W & D	Austria	IR	01, 05, 29	06-08-2004	Registered	833513	
CLARINOL	W M	Austria	CTM	1,29,30,32	10-09-2009	Registered	1016339	
CLARINOL	W M	Benelux	ORD	01, 05, 29	15-06-1999	Registered	653875	
CLARINOL	W & D	Benelux	ORD	01, 05, 29	29-07-2004	Registered	751364	
CLARINOL	W M	Benelux	ORD	1,29,30,32	10-06-2009	Registered	859832	
CLARINOL	W M	Benelux	CTM	1,29,30,32	10-09-2009	Registered	1016339	
CLARINOL	W M	Brazil	ORD	1	06-05-2008	Registered	828.379.8 23	
CLARINOL	W M	Brazil	ORD	5	18-05-2010	Registered	82837983 1	

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