

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF PARTIAL RIGHTS
CONVEYING PARTY DATA	
Name	Execution Date
Cargill, Incorporated	05/06/2013
RECEIVING PARTY DATA	
Name:	Ajinomoto Co., Inc.
Street Address:	15-1, Kyobashi 1-chome, Chuo-ku
City:	Tokyo
State/Country:	JAPAN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10979821
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	952-742-4185
Email:	patent_docketing@cargill.com
Correspondent Name:	Daniel J. Enebo
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Address Line 2:	MS24
Address Line 4:	Wayzata, MINNESOTA 55391
ATTORNEY DOCKET NUMBER:	CGL01/0145US02
NAME OF SUBMITTER:	Rachael Windsperger
Signature:	/Rachael Windsperger/
Date:	05/31/2013
Total Attachments: 5 source=assignmentagreement#page1.tif source=assignmentagreement#page2.tif source=assignmentagreement#page3.tif source=assignmentagreement#page4.tif source=assignmentagreement#page5.tif	

CH \$40.00 10979821

ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT (this "Agreement") effective as of the last signature date of this Agreement, by and between Cargill, Incorporated ("Cargill"), a Delaware corporation with a principal place of business at 15407 McGinty Road, West, Wayzata, Minnesota 55391, and Ajinomoto Co., Inc. ("Ajinomoto"), a Japanese corporation, having a principal place of business at 15-1, Kyobashi 1-chome, Chuo-ku, Tokyo.

Background

Cargill is the owner of U.S. Patent Application No. 10/979,821, filed at the United States Patent and Trademark Office ("PTO") on November 3, 2004. Ajinomoto is the owner of U.S. Patent No. 7,064,219, issued on June 20, 2006 and U.S. Patent No. 7,678,925, issued on March 16, 2010.

Agreement

The Parties, intending to be legally bound, have agreed to the terms set forth below.

1. Binding document

1.1 Legally Binding. The Parties agree to be legally bound by the terms of this document on and from the Effective Date.

1.2 Consideration. The Parties agree and acknowledge that this document is entered into in consideration of the Parties each incurring obligations and giving rights under this document and for other valuable consideration.

2. **Definitions**

The following definitions apply in this document:

“Effective Date” means the date this document is executed by the last Party to execute.

“Cargill Application” means U.S. Patent Application No. 10/979,821, filed on November 3, 2004, and any subsequently granted patent derived therefrom.

“Ajinomoto Patents” means U.S. Patent No. 7,064,219, issued on June 20, 2006 and U.S. Patent No. 7,678,925, issued on March 16, 2010.

“Parties” means Ajinomoto and Cargill, collectively.

3. **Mutual Assignment** In furtherance of the mutual consideration afforded herein the Parties agree that, Cargill does hereby assign to Ajinomoto a joint and indivisible co-ownership in all rights, title and interests to the Cargill Application, and Ajinomoto does hereby assign to Cargill a joint and indivisible co-ownership in all rights, title and interests to the Ajinomoto Patents.

4. **Mutual Interest.** Notwithstanding the fact that each Party, as a co-owner, has an individual interest in the whole of both the Cargill Application and the Ajinomoto Patents, unless otherwise agreed to in writing, each Party hereby agrees that making, having made, using, selling and importing for commercial purposes (“Commercial Exploitation”) shall be subject to a fair market royalty owed to the other. The rate of such fair market royalty shall be determined in advance of such Commercial Exploitation in a manner mutually agreeable to the parties.

5. **Warranties**

- (a) Each Party represents and warrants to the other Parties that:
 - (i) it has full power and authority to enter into, and to perform its obligations under this document;
 - (ii) it has taken all necessary action to authorize the execution, delivery and performance of this document; and
 - (iii) this document constitutes its legal, valid and binding obligations.
- (b) Each Party acknowledges and agrees that:
 - (i) except as expressly provided in this Agreement, each other Party has not made, and does not by entering into this document make, any representation or warranty, express or implied, that any technology does not infringe any third party's intellectual property rights; and
 - (ii) to the full extent permitted by law, each Party excludes all warranties, terms, conditions or undertakings, whether written or oral, statutory or otherwise (including any implied warranty of merchantability or of fitness for a particular purpose) that are not expressly set out in this document.

6. **General**

9.1 **Governing Law.** This Agreement, and the application and interpretation hereof, will be governed exclusively by and construed in accordance with its terms and by the internal laws of the State of Delaware, without reference to any conflict of law or choice of law principles that the State of Delaware might apply.

9.2 Severability. If any provision contained in this Agreement is held to be invalid, illegal or unenforceable in any respect, it is the intent and agreement of the parties that this Agreement will be amended by reforming any such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent, and, in any event, any such invalidity, illegality or unenforceability will only apply in the specific jurisdiction where the determination is made, and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, except that this Agreement may not be reformed in any way that will deny to any party the essential benefits of this Agreement..

9.3 Relationship of Parties. The relationship between the Parties pursuant to this document alone does not constitute and shall not be construed as constituting a partnership or joint venture between the Parties.

9.4 Waivers. The failure or delay of any party to exercise any of its rights under this Agreement is not to be construed as a waiver thereof. The acceptance by one party of the defective performance of the other party or a waiver of the non-performance of the other party may not be construed as a waiver of the rights of the first party with respect to any subsequent defective performance or nonperformance by any other party; and no single or partial exercise of any rights by any party will preclude any other or further exercise of those rights or the exercise of any other rights hereunder by that party or any other party. No waiver or release of any of the terms, conditions, covenants or provisions of this Agreement will be valid or effective unless the same is in writing duly executed by the party to be bound thereby.

9.5 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

9.6 Further assurances. Each Party agrees to do all things and execute any and all further documents necessary to give effect to the terms of this Agreement.

9.7 Exclusion of contrary legislation. Any legislation that adversely affects an obligation of a Party, or the exercise by a Party of a right or remedy, under or relating to this document is excluded to the full extent permitted by law.

9.9 Headings. The headings in this Agreement are for convenience of reference of only and shall not be used in construction or interpretation of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment Agreement to be duly executed and delivered in its name and on its behalf.

CARGILL INCORPORATED

Alan D. Willis
By

5/6/13
Date

Alan D. Willis
Name

President, Corn Milling
Title

AJINOMOTO CO., INC.

Kazufumi Yagyū
By
Kazufumi Yagyū

May 9, 2013
Date

Name

Corporate Councilor
General Manager of Intellectual
Property Department

Title