# **JP \$40.00 13820**

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
CHARLOTTE HORSMANS POULSEN	10/27/2011
SOREN DALSGAARD	11/01/2011
SHUKUN YU	11/01/2011

## **RECEIVING PARTY DATA**

Name:	DANISCO A/S
Street Address:	LANGEBROGADE 1
Internal Address:	P. O. BOX 17
City:	DK-1001 COPENHAGEN
State/Country:	DENMARK

#### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	13820971	

# CORRESPONDENCE DATA

**Fax Number**: 8164215547

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 816-474-6550
Email: nhoagland@shb.com

Correspondent Name: SHOOK, HARDY & BACON LLP

Address Line 1: 2555 GRAND BLVD.

Address Line 4: KANSAS CITY, MISSOURI 64108

ATTORNEY DOCKET NUMBER:	DNSC.181805
NAME OF SUBMITTER:	Elena K. McFarland
Signature:	/ELENA K. McFARLAND/
Date:	06/07/2013
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Total Attachments: 4

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PATENT REEL: 030568 FRAME: 0865

#### **DECLARATION AND ASSIGNMENT**

### I, the undersigned, hereby agree and acknowledge that:

- 1. I am an inventor of the inventions ("Invention") set forth in the Patent Applications listed in the attached Schedule ("the Application(s)"), which I have read and understand.
  - 2. I was an employee **Danisco A/S** a corporation of **Copenhagen**, **Denmark** having an address of **Langebrogade 1**, **DK-1001 Copenhagen**, **Denmark**("DANISCO") at the time of the making of the Invention.
- 3. The Invention was made in the course of my normal duties whilst I was employed by DANISCO and the circumstances were such that an invention was reasonably expected to result from the carrying out of my duties and/or I had a special obligation to further the interests of DANISCO because of the nature of my duties and of the particular responsibilities arising from the nature of my duties.
- The Invention and all intellectual property rights arising therefrom, including without limitation: (i) the Application(s) and any patents granted thereon and all reissues, reexaminations, extensions and Supplementary Protection Certificates of said patents, (ii) the right to apply for one or more patents anywhere in the world with respect in whole or in part to the Invention and all patents granted thereon, (iii) the right to claim priority from and all priority rights predicated upon the Invention, the Application(s) or any patent application disclosing in whole or in part the Invention, under the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, (iv) any and all other patent applications on said Invention anywhere in the world, including all divisional, renewal, substitute, continuation, continuation-in-part, patent-of-addition, Paris Convention, European Patent Convention and Patent Cooperation Treaty applications based in whole or in part upon said Invention or upon said Application(s) or upon said right to claim priority, and any and all patents granted on or from the foregoing, and all reissues, reexaminations, extensions and Supplementary Protection Certificates of said patents, (v) the right to prevent others from infringing any intellectual property rights anywhere in the world, including the right to recover damages in respect of infringements occurring before as well as after the date of this Assignment, and (vi) the right to exploit the Invention, the Application(s), and all intellectual property rights arising from the Invention or the Application(s), belongs solely to DANISCO, and by way of confirmation, and in consideration of the payment of good and valuable consideration including consideration of 10 Danish kroner included in my salary and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby assign all my right, title and interest in, to and under the Invention, the Application(s), and all intellectual property rights arising therefrom to DANISCO.
- 5. I, and my heirs and legal representatives, will give all reasonable assistance to DANISCO and its legal representatives in any matter relating to the Invention, including without limitation any matter within items (i) to (vi) of paragraph 4, above, without any additional consideration, such as, without limitation, (ii) obtaining and defending intellectual property rights relating to the Invention, (ii) executing any and all lawful documents in this respect including without limitation petitions, specifications, oaths, further assignments, disclaimers, declarations, and affidavits as may be requested by DANISCO or its legal representatives, and (iii) giving or communicating to DANISCO and its legal representatives any and all facts or other information in my possession relating to the Invention or the history of its conception, reduction to practice or any disclosure thereof, to assure that the Invention, the Application(s), and all intellectual property rights arising from the Invention or the Application(s) shall be held and enjoyed by DANISCO as fully and entirely as the same could have been held and enjoyed by me or my heirs or representatives if the Invention had not been made as discussed in paragraphs 2 and 3, above, and/or this document had not been made.

**DECLARATION AND ASSIGNMENT** 

PATENT REEL: 030568 FRAME: 0866

- 6. All materials, including without limitation all documents, photographs, models, samples and other physical exhibits or specimens, relating to the Invention belong to DANISCO.
- 7. I have not assigned or agreed to assign to any person or entity the Invention, the Application(s) or any intellectual property rights arising from the Invention or the Application(s).
- 8. I have not knowingly prejudiced or otherwise encumbered, and I will not prejudice or otherwise encumber, the Invention, the Application(s) or any intellectual property rights arising from the Invention or the Application(s).
- I have not and will not disclose the Invention to any person or entity other than DANISCO, except as directed by DANISCO or any of its legal representatives.
- 10. I know of no reason why a valid patent or patents relating to the Invention, the Application(s) and any intellectual property rights arising from the Invention or the Application(s) should not be granted.
- 11. Monetary damages will be insufficient to fully compensate DANISCO for any breach of this Agreement by me, and DANISCO or its legal representatives may seek and obtain equitable or injunctive relief for any breach or threatened breach of this Agreement by me, in addition to, and without limiting, any monetary remedies or remedies at law or otherwise that DANISCO may seek and obtain for any breach or threatened breach of this Agreement by me.

EXECUTED by Charlotte Horsmans, Poulsen		
Charlotte H. Lindon	CHARLETTE HORSIANS PO	( <u>1510 - 27 H. 1) Octoba</u> 2011
Signature	Name	Date /
In the presence of Witness:		
Michael Signature	<u>LICA FOGT NIEUS</u> N Name	31 October 2011 Date
EXECUTED by Søren Dalsgaard  Signature	Spiler MS644FO Name	1 November 1M
In the presence of Witness:		
Jers Denzem / Signature	<u> 7.5.4.5                                </u>	/ November 2011 Date

Shukun Yu

Nan

<u> /// 20//</u> Date

In the presence of Witness:

Zalange C

JE<u>VS D41640</u>0

<u>/- noverla 2017</u> Data

EXECUTED by Danisco A/S

Signature

Charlotte Johansen Vedel Vice President Corporate Patent Europe

Name

Capacity and Date

In the presence of Witness:

Signature

Name

Date

# **SCHEDULE**

Country	Application Number	Filing Date
WO	PCT/IB2011/053901	06-Sep-2011
PK	647/2011	06-Sep-2011
AR	20110103252	06-Sep-2011

**DECLARATION AND ASSIGNMENT** 

PATENT REEL: 030568 FRAME: 0869

**RECORDED: 06/07/2013**