

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/20/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Abbott Laboratories		10/20/2004	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Solae, LLC
Street Address:	1034 Danforth Dr.
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63102
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2269921	HEALTH SOURCE
Registration Number:	1870839	HEALTH SOURCE

CORRESPONDENCE DATA

Fax Number: (302)892-0562
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 302 992 5813
 Email: Scott.Goode@usa.dupont.com
 Correspondent Name: DuPont Legal - Scott Goode
 Address Line 1: 4417 Lancaster Pike
 Address Line 2: BMP 25-2178
 Address Line 4: Wilmington, DELAWARE 19805

NAME OF SUBMITTER:	Scott Goode
Signature:	/swgoode/

CH \$65.00 2269921

Date:

08/02/2005

Total Attachments: 7

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TRADEMARK PURCHASE AGREEMENT

~~September~~ This Trademark Purchase Agreement ("Agreement") executed on this 20th day of ~~September~~, 2004 ("Effective Date"), between Solae, LLC, a limited liability company, organized and existing under the laws of the State of Delaware, with its principal place of business at 1034 Danforth Drive, St. Louis, Missouri 63102, (hereinafter called the "Solae"), and Ross Products Division of Abbott Laboratories, an Illinois corporation with its principal place of business at 625 Cleveland Avenue, Columbus, Ohio 43215 (hereinafter called "Abbott"), and sometimes collectively referred to as the "Parties".

WHEREAS, Abbott is the owner of certain Trademarks (defined below) acquired from Nutritious Foods, Inc. (which was merged into Solae in 2001) pursuant to a Trademark Purchase Agreement dated March 26, 1999 (the "1999 TPA");

WHEREAS, Abbott and Solae (under its previous name, Protein Technologies International, Inc.) had entered into the Health Source® Supply Agreement dated March 26, 1999 ("Supply Agreement"); and

WHEREAS, Solae desires to reacquire the Trademarks and Abbott desires to transfer the Trademarks on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the Parties agree as follows:

1. **Conveyance.** Abbott hereby sells, assigns, transfers and conveys to Solae, free and clear of all liens, charges and encumbrances, all right, title, interest and goodwill associated in, to or with the trademarks: (a) HEALTHSOURCE and Design, Reg. No. 1870839; and (b) HEALTH SOURCE, Reg. No. 2269921 (collectively, "Trademarks"). The Trademarks shall be transferred to Solae on or before September 21, 2004, pursuant to an assignment substantially in the form set forth in Exhibit 1.

2. **Non-use.** Abbott hereby warrants and represents that it has not registered the HEALTHSOURCE trademark or any confusingly similar trademark in any other jurisdictions and further covenants not to use the HEALTHSOURCE trademark in any jurisdiction so long as Solae maintains registration of the mark in any jurisdiction.

3. **Consideration.** As consideration for the sale and assignment of the Trademarks and the representation and covenant of non-use, Solae hereby agrees that the 1999 TPA and Supply Agreement are terminated and unconditionally releases and forever discharges Abbott, its officers, directors, employees, agents, affiliates, successors and assigns from, and waives any and all of its rights with regard to any obligations, payments, demands, claims, liabilities, damages, and causes of actions of whatsoever type and nature related to Abbott's failure to perform its obligations under the 1999 TPA or the Supply Agreement, including without limitation any payment due to Solae under section 2 of the 1999 TPA (collectively, "Liabilities"), whether such Liabilities have arisen or are known prior to or after the Effective Date. Nothing in this section is to be construed as an admission by Abbott of any failure to perform under the 1999 TPA or Supply Agreement.

4. **Taxes.** All sales, use, value-added, gross receipts, stamp duty, transfer taxes or other similar taxes incurred in connection with the transfer and sale of the Trademarks to Solae shall be borne by Solae.

5. **Representations and Warranties by Abbott.** Abbott hereby represents and warrants to Solae that:

(a) Abbott is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois.

(a) Abbott has the full legal right, power and authority, without the consent of any other person, to execute this Agreement, and to carry out the transactions contemplated hereby, and has made no commitments to any third party inconsistent herewith.

(b) This Agreement is the lawful, valid and legally binding obligation of Abbott, enforceable in accordance with its terms, except as performance may be limited by bankruptcy, insolvency, rearrangement, reorganization or similar debtor relief legislation affecting the rights of creditors generally and subject to the application of general principles of equity.

6. Representations and Warranties by Solae. Solae hereby represents and warrants to Abbott that:

(a) Solae is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Solae has the full legal right, power, and authority, without the consent of any other person, to execute this Agreement and to carry out the transactions contemplated hereby, and has made no commitments inconsistent herewith.

(c) This Agreement is the lawful, valid and legally binding obligation of Solae, enforceable in accordance with its terms, except as performance may be limited by bankruptcy, insolvency, rearrangement, reorganization or similar debtor relief legislation affecting the rights of creditors generally and subject to the application of general principles of equity.

7. Notices. All notices, requests or other communications required or permitted to be given under this Agreement to any party shall be in writing and shall be deemed to have been sufficiently given when delivered by personal service or sent by registered mail or a recognized private mail carrier service, telex or facsimile with a written confirmation copy, to the recipient addressed as follows:

(a) If to Abbott: Ross Products Division
Attn: Rhonda Copeland, Director, Purchasing
625 Cleveland Avenue
Columbus, OH 43215

With a copy to Senior Counsel, Domestic Legal Operations

(b) If to Solae: Solae, LLC
Attn: Mr. Garnet Pigden, Vice President, Marketing
1034 Danforth Drive
St. Louis, MO 63102

With a copy to Mr. Cary Levitt, Vice President and General Counsel

All such communications shall be deemed to be effective on the day on which personally served, or, if sent by registered mail, on the third day following the date presented to the postal authorities for delivery to the other party (the cancellation date stamped on the envelope being evidence of the date of such delivery), or if by private mail carrier service, the date of the carrier receipt, or if by facsimile, on the facsimile transmission date. Either party may give to the other written notice of change of address, in which event any communication shall thereafter be given to such party as above provided at such changed address.

8. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, neither party hereto shall have the right to assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent may not be withheld unreasonably.

9. Waiver. No waiver by either party of any default, right or remedy arising from this Agreement shall be effective unless in writing, nor shall any such waiver operate as a waiver of any other or of the same default, right or remedy, respectively, on a future occasion.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America, excluding its conflict of laws principles.

11. Disputes and Alternative Dispute Resolution. Any dispute or claim arising out of or in connection with this Agreement (unless otherwise set forth herein) shall be resolved by binding Alternate Dispute Resolution ("ADR") in accordance with the provisions set forth in Appendix 11, attached hereto as a part hereof.

12. Amendments. Neither this Agreement nor any provision hereof may be amended except by a written instrument signed by both parties.

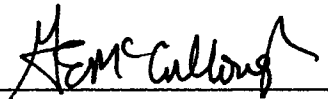
13. Singular and Plural; Headings. Where the context hereto requires, the singular number shall be deemed to include the plural and vice versa. The headings of the Sections of this Agreement have been added for the convenience of the parties and shall not be deemed a part hereof.

14. Entire Agreement. This Agreement is the sole understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all other such prior agreements and understandings.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative.

ABBOTT LABORATORIES

SOLAE, LLC 

By: 
Name: Gary E. McCullough
Title: President - Ross Products


By: 
Name: Garnet Padden
Title: VP Marketing

EXHIBIT 1

ASSIGNMENT

WHEREAS, Abbott Laboratories, a corporation organized and existing under the laws of the State of Illinois ("Assignor"), owns and used in its business certain trademarks; and

WHEREAS, Assignor has registration in the United States Patent and Trademark Office relating to said trademarks; and

WHEREAS, Solae, LLC, a corporation organized and existing under the laws of the State of Delaware ("Assignee") desires to acquire said trademarks and said registrations and the good will of the business in connection with which said trademarks are used.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world in and to said trademarks and said registrations together with the good will of the business in connection with which said trademarks are used, and together with full right to sue for and recover all profits and damages recoverable from past infringements of said trademarks.

TO BE HELD AND ENJOYED BY Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

THE UNITED STATE TRADEMARK REGISTRATIONS ARE AS FOLLOWS:

Application No./ Registration No.	Country	Class	Goods/Description
1870839	U.S.	International Class 42	HEALTH SOURCE and Design
2269921	U.S.	International Class 5	HEALTH SOURCE

IN WITNESS WHEREOF, Assignor has caused these presents to be executed by its duly authorized officer on this 20th day of October, 2004.

ASSIGNOR:

ASSIGNEE:

AGREED AND ACCEPTED this 20th day of October, 2004.

Ross Products Division
Abbott Laboratories

Solae, LLC *(Cas)*

By: *Gary E. McCullough*
Name: *Gary E. McCullough*
Title: *President - Ross Products*

By: *Garnet Pigeon*
Name: *Garnet Pigeon*
Title: *VP Marketing*

ATTEST:
Beverly R. Terflinger
Notary

WITNESS:
Charlotte Korte



BEVERLY R. TERFLINGER
Notary Public, State of Ohio
My Commission Expires 07-06-06

Appendix 11

ALTERNATIVE DISPUTE RESOLUTION

The parties recognize that a bona fide dispute as to certain matters may arise from time to time during the term of this Agreement that relates to either party's rights and/or obligations. To have such a dispute resolved by this Alternative Dispute Resolution ("ADR") provision, a party first must send written notice of the dispute to the other party for attempted resolution by good faith negotiations between their respective presidents (or their equivalents) of the affected subsidiaries, divisions, or business units within twenty-eight (28) days after such notice is received (all references to "days" in this ADR provision are to calendar days).

If the matter has not been resolved within twenty-eight (28) days of the notice of dispute, or if the parties fail to meet within such twenty-eight (28) days, either party may initiate an ADR proceeding as provided herein. The parties shall have the right to be represented by counsel in such a proceeding.

1. To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of such notice, the other party may, by written notice to the party initiating the ADR, add additional issues to be resolved within the same ADR.

2. Within twenty-one (21) days following receipt of the original ADR notice, the parties shall select a mutually acceptable neutral to preside in the resolution of any disputes in this ADR proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, either party may request the President of the CPR Institute for Dispute Resolution ("CPR"), 366 Madison Avenue, 14th Floor, New York, New York 10017, to select a neutral pursuant to the following procedures:

- (a) The CPR shall submit to the parties a list of not less than five (5) candidates within fourteen (14) days after receipt of the request, along with a *Curriculum Vita* for each candidate. No candidate shall be an employee, director, or shareholder of either party or any of their subsidiaries or affiliates.
- (b) Such list shall include a statement of disclosure by each candidate of any circumstances likely to affect his or her impartiality.
- (c) Each party shall number the candidates in order of preference (with the number one (1) signifying the greatest preference) and shall deliver the list to the CPR within seven (7) days following receipt of the list of candidates. If a party believes a conflict of interest exists regarding any of the candidates, that party shall provide a written explanation of the conflict to the CPR along with its list showing its order of preference for the candidates. Any party failing to return a list of preferences on time shall be deemed to have no order of preference.
- (d) If the parties collectively have identified fewer than three (3) candidates deemed to have conflicts, the CPR immediately shall designate as the neutral the candidate for whom the parties collectively have indicated the greatest preference. If a tie should result between two candidates, the CPR may designate either candidate. If the parties collectively have identified three (3) or more candidates deemed to have conflicts, the CPR shall review the explanations regarding conflicts and, in its sole discretion, may either (i) immediately designate as the neutral the candidate for whom the parties collectively have indicated the greatest preference, or (ii) issue a new list of not less than five (5) candidates, in which case the procedures set forth in subparagraphs 2(a) - 2(d) shall be repeated.

3. No earlier than twenty-eight (28) days or later than fifty-six (56) days after selection, the neutral shall hold a hearing to resolve each of the issues identified by the parties. The ADR proceeding shall take place at a location agreed upon by the parties. If the parties cannot agree, the neutral shall designate a location other than the principal place of business of either party or any of their subsidiaries or affiliates.

4. At least seven (7) days prior to the hearing, each party shall submit the following to the other party and the neutral:

- (a) a copy of all exhibits on which such party intends to rely in any oral or written presentation to the neutral;
- (b) a list of any witnesses such party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;
- (c) a proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or any legal arguments and shall not exceed one (1) page per issue.
- (d) a brief in support of such party's proposed rulings and remedies, provided that the brief shall not exceed twenty (20) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

Except as expressly set forth in subparagraphs 4(a) - 4(d), no discovery shall be required or permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

5. The hearing shall be conducted on two (2) consecutive days and shall be governed by the following rules:

- (a) Each party shall be entitled to five (5) hours of hearing time to present its case. The neutral shall determine whether each party has had the five (5) hours to which it is entitled.
- (b) Each party shall be entitled, but not required, to make an opening statement, to present regular and rebuttal testimony, documents or other evidence, to cross-examine witnesses, and to make a closing argument. Cross-examination of witnesses shall occur immediately after their direct testimony, and cross-examination time shall be charged against the party conducting the cross-examination.
- (c) The party initiating the ADR shall begin the hearing and, if it chooses to make an opening statement, shall address not only issues it raised but also any issues raised by the responding party. The responding party, if it chooses to make an opening statement, also shall address all issues raised in the ADR. Thereafter, the presentation of regular and rebuttal testimony and documents, other evidence, and closing arguments shall proceed in the same sequence.
- (d) Except when testifying, witnesses shall be excluded from the hearing until closing arguments.
- (e) Settlement negotiations, including any statements made therein, shall not be admissible under any circumstances. Affidavits prepared for purposes of the ADR hearing also shall not be admissible. As to all other matters, the neutral shall have sole discretion regarding the admissibility of any evidence.

6. Within seven (7) days following completion of the hearing, each party may submit to the other party and the neutral a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

7. The neutral shall rule on each disputed issue within fourteen (14) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral shall not issue any written opinion or otherwise explain the basis of the ruling.

8. The neutral shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

- (a) If the neutral rules in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.
- (b) If the neutral rules in favor of one party on some issues and the other party on other issues, the neutral shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

9. The rulings of the neutral and the allocation of fees and expenses shall be binding, non-reviewable, and non-appealable, and may be entered as a final judgment in any court having jurisdiction.

10. Except as provided in paragraph 9 or as required by law, the existence of the dispute, any settlement negotiations, the ADR hearing, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings shall be deemed Confidential Information. The neutral shall have the authority to impose sanctions for unauthorized disclosure of Confidential Information.