# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		106/14/2006	agent for Secured Parties: UNITED KINGDOM

## **RECEIVING PARTY DATA**

Name:	CHR. HANSEN, INC.	
Street Address:	9015 West Maple Street	
City:	Milwaukee	
State/Country:	WISCONSIN	
Postal Code:	53214	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	656182	112
Registration Number:	627105	CANE BRAKE SYRUP
Registration Number:	253520	COLONIAL
Registration Number:	1024792	DRI-FLO
Registration Number:	701480	DRI-FOND
Registration Number:	823016	DRIFOND
Registration Number:	1878803	HOME MAID
Registration Number:	1253898	MALTOLINE
Serial Number:	78745632	MATE 'N MATCH
Registration Number:	810086	MOLA TAB
Registration Number:	810229	MOLA TAB
Registration Number:	122983	NULOCRYSTAL
Registration Number:	797557	NULOFOND

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Registration Number:	904817	NULOGOLD
Registration Number:	2516904	NULOMOLINE
Registration Number:	1503177	RISE N'SHINE
Registration Number:	866532	SUCROVERT
Registration Number:	277569	TRICOL
Registration Number:	2703763	COVINGTON

### **CORRESPONDENCE DATA**

Fax Number: (561)650-8399

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

Phone: 561 650 8357

Email: michael.taylor@hklaw.com

Correspondent Name: Michael Taylor

Address Line 1: 222 Lakeview Avenue

Address Line 2: Holland & Knight LLP, Suite 1000
Address Line 4: West Palm Beach, FLORIDA 33401

ATTORNEY DOCKET NUMBER:	073437.00004	
NAME OF SUBMITTER:	/carolyn felter/	
Signature:	/carolyn felter/	
Date:	07/14/2006	

### Total Attachments: 4

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#### RELEASE

RELEASE dated June 14, 2006 (this "Release"), between CHR. HANSEN, INC., (the Grantor), and BARCLAYS BANK PLC, as security agent for the Secured Parties (as defined in the Facility Agreements referred to below) (herein in such capacity, the "Security Agent").

#### WHEREAS:

- (A) Financière Ladybird A/S, a public limited company incorporated under the laws of the Kingdom of Denmark ("Holdco"), and certain subsidiaries of Holdco, as Borrowers and Guarantors (including Ladybird, as a Guarantor) Barclays Capital (the Investment Banking Division of Barclays Bank PLC) and CIBC World Markets PLC, as Joint Mandated Lead Arrangers, Barclays Capital and CIBC, as Bookrunners, the financial institutions listed therein, as Original Lenders, and Barclays Bank, as Agent, Security Agent, Second Lien Agent and Issuing Bank, have entered into a DKK 3,987,000,000 Senior Facility Agreement dated July 28, 2005 (the Senior Facility Agreement).
- (B) Holdco, as Borrower, certain subsidiaries of Holdco, as Guarantors, Barclays Capital and CIBC, as Joint Mandated Lead Arrangers, Barclays Capital and CIBC, as Bookrunners, the financial institutions listed therein, as Original Lenders, Barclays Bank, as Agent, the Security Agent, have entered into a DKK 684,000,000 Mezzanine Facility Agreement dated July 28, 2005 (the Mezzanine Facility Agreement).
- (C) Holdco, as Borrower, certain subsidiaries of Holdco, as Guarantors, Barclays Capital and CIBC, as Joint Mandated Lead Arrangers, Barclays Capital and CIBC, as Bookrunners, the financial institutions listed therein, as Original Lenders, Barclays Bank, as Agent, and the Security Agent, have entered into a DKK 335,000,000 Mezzanine Facility Agreement dated July 28, 2005 (the Junior Mezzanine Facility Agreement and together with the Senior Facility Agreement and the Mezzanine Facility Agreement, each, a Facility Agreement and, collectively, the Facility Agreements).
- (D) The Grantor is an Additional Borrower under each Facility Agreement.
- (E) Ladybird USA, Inc., the Grantor and the Security Agent have entered into a Security Agreement dated July 29, 2005 (the Security Agreement) and an Intellectual Property Security Agreement dated July 29, 2005 (the IP Security Agreement).
- (F) The sale of the Sweeteners Division is a Permitted Disposal under the Facility Agreements.
- (G) The Grantor is selling the Sweeteners Division pursuant to an Asset Purchase Agreement dated June 14, 2006 (the Asset Purchase Agreement) among the Grantor, American Specialty Sweeteners, Inc. and American Sugar Refining, Inc.
- (H) The Parties wish to release the liens granted by the Security Agreement and the IP Security Agreement over all Subject Assets (as defined in the Asset Purchase Agreement).

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

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#### 1. **DEFINITIONS**

Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the applicable Facility Agreement or the Asset Purchase Agreement, as applicable.

#### 2. RELEASE

The Security Agent hereby releases and discharges its Security Interest in the Subject Assets (including, without limitation, the intellectual property identified on Exhibit A hereto) from the Security Agent's lien under the Security Agreement, the IP Security Agreement and/or any other instrument.

#### 3. GOVERNING LAW

THIS RELEASE SHALL IN ALL RESPECTS BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE WITHOUT REFERENCE TO ANY CONFLICT OF LAW RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THIS AGREEMENT HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

### 4. ENTIRE AGREEMENT

This Release represents the entire agreement of the parties hereto and supersedes all prior agreements and understanding of the parties with respect to the subject matter covered hereby.

#### 5. COUNTERPARTS

This Release may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

#### 6. FURTHER ASSURANCES

The parties agree to cooperate, at the Grantor's expense, to cause to be done, executed, acknowledged and delivered each and every such further act, conveyance and assurance reasonably required in order to accomplish the purpose of this Release. Without limiting the generality of the foregoing, each party shall execute and deliver and, if required, file or record, such documents and instruments necessary to release any relevant liens in accordance with Section 2.

### **SIGNATORIES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**GRANTOR** 

CHR. HANSEN, INC.

Name: DAVID R CARPENTER

Title: CED

SECURITY AGENT

BARCLAYS BANKILLC

By: JUSTEN DOLLO

Title: ASSOCIATE DIRECTOR

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## Exhibit A

## **Trademarks**

Trademark	Country	Reg. No.	Reg. Date	Next Action Date
112	US	656,182	12/24/57	12/24/2007
CANE BRAKE SYRUP	US	627,105	5/15/56	5/15/2006
COLONIAL	US	253,520	2/26/29	2/26/2009
CONVERTIT	Australia	57,325	12/23/30	12/12/2010
CONVERTIT	Canada	UCA113	10/31/32	10/31/2007
CONVERTIT	Switzerland	378704	1/10/90	1/10/2010
COVINGTON	US	2,703,763	4/8/03	4/8/2009
DRI-FLO and Design	US	1,024,792	11/11/75	11/11/2015
DRI-FOND	US	701,480	7/19/60	7/19/2010
DRI-FOND and Design	US	823,016	1/24/67	1/24/2007
HOME MAID	US	1,878,803	2/14/95	2/15/2015
MALTOLINE	US	1,253,898	10/11/83	10/11/2013
MALTOLINE	Canada	316,244	7/11/86	7/11/2016
MATE N' MATCH	US	SN 78745632	11/2/05 (App.	
			Date)	
MOLA TAB	US	810,086	6/21/66	6/21/2006
		810,229		
NULOCRYSTAL	US	122,983	10/1/18	10/1/2008
NULOFOND	US	797,557	10/12/65	10/12/2015
NULOFOND	UK	900190	10/7/66	10/7/2011
NULOGOLD	US	904,817	12/22/70	12/22/2010
NULOMINE and Design	US	2,516,904	12/11/01	12/11/2007
NULOMOLINE THE	UK	B379,066	7/24/17	7/24/2011
HONEY OF SUGAR				
RISE N' SHINE	US	1,503,177	9/6/88	9/6/2008
SUCROVERT	Canada	164,721	8/15/69	8/15/2014
SUCROVERT	US	866,532	3/11/69	3/11/2009
TRICOL	US	277,569	11/18/30	11/18/2010

### **Patents**

Patent No.	Country	Title	Applicant/Owner
5,779,805	U.S.	Process for Recrystallizing Sugar and Product Thereof.	James R. Morano/Crompton & Knowles
5,549,757	U.S.	Process for Recrystallizing Sugar and Product Thereof.	James R. Morano/Ingredient Technology Corporation/ Crompton & Knowles/Chr. Hansen, Inc.
6,074,489	U.S.	Process for Recrystallizing Sugar and Product Thereof	Crompton & Knowles/Chr. Hansen, Inc./Innovative Sweeteners (50% interest)

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**RECORDED: 07/14/2006** 

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