

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		08/31/2007	Public Limited Company: 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: 9

Property Type	Number	Word Mark
Serial Number:	77114710	CHROMA-KOTE
Serial Number:	77114763	CHROMA-TERIC
Serial Number:	77114740	CHROMA-TONE
Registration Number:	1432619	CAL-CARB
Registration Number:	2164244	GEL-TONE P
Registration Number:	0967315	NU-PAREIL PG
Registration Number:	0864797	NU-TAB
Registration Number:	0054100	PAINKILLER
Registration Number:	1717009	PHARMA-CARB

CORRESPONDENCE DATA

Fax Number: (212)661-8002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-661-8000
 Email: info@mlmpatent.us

OP \$240.00 77114710

Correspondent Name: LUCAS & MERCANTI, LLP
Address Line 1: 475 Park Avenue South
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:

525.1128

NAME OF SUBMITTER:

Michael N. Mercanti

Signature:

/Michael N. Mercanti/

Date:

09/27/2007

Total Attachments: 5

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RELEASE

RELEASE dated August 31, 2007 (this "**Release**"), between **CHR. HANSEN, INC.**, (the **Grantor**), and **NORDEA BANK AB (publ)**, as successor to **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) Chr. Hansen Holding A/S (**Holdco**) and certain subsidiaries of Holdco, as Borrowers and Guarantors (including Ladybird, as a Guarantor), Credit Suisse International and Nordea Bank Danmark A/S as Joint Mandated Lead Arrangers and Joint Bookrunners, the financial institutions listed therein, as Lenders, Nordea Bank AB (PUBL) as Agent, Security Agent and Second Lien Agent and Nordea Bank Danmark A/S as Issuing Bank have entered into a DKK 3,987,000,000 Senior Facility Agreement dated July 28, 2005, as amended and restated on December 19, 2006 (the **Senior Facility Agreement**).
- (B) Holdco, as Borrower, certain subsidiaries of Holdco, as Borrowers and Guarantors, Credit Suisse International and Nordea Bank Danmark A/S, as Joint Mandated Lead Arrangers and Joint Bookrunners, the financial institutions listed therein, as Lenders, Nordea Bank AB (PUBL), as Agent, Security Agent, and Second Lien Agent, have entered into a DKK 684,000,000 Mezzanine Facility Agreement dated July 28, 2005, as amended and restated on December 19, 2006 (the **Mezzanine Facility Agreement** and together with the Senior Facility Agreement, each, a **Facility Agreement** and, collectively, the **Facility Agreements**).
- (C) The Grantor is an Additional Borrower under each Facility Agreement.
- (D) Ladybird USA, Inc., the Grantor and the Security Agent have entered into a Security Agreement dated July 29, 2005 (as amended to date, the **Security Agreement**) and an Intellectual Property Security Agreement dated July 29, 2005 (as amended to date, the **IP Security Agreement**).
- (E) The Grantor has executed the following in favor of the Security Agent: (i) a Mortgage, Assignment of Rents, Leases and Profits, and Fixture Filing recorded in the office of the Register of Deeds for Dane County, Wisconsin, as Document No. 4092034, as amended by a First Amendment to Mortgage, Assignment of Rents, Leases and Profits, and Fixture Filing, recorded in the office of the Register of Deeds for Dane County, Wisconsin, as Document No. 4264961, (ii) a Mortgage, Assignment of Rents, Leases and Profits, and Fixture Filing recorded in the office of the Register of Deeds for Dane County, Wisconsin, as Document No. 4092032, as amended by a First Amendment to Mortgage, Assignment of Rents, Leases and Profits, and Fixture Filing, recorded in the office of the Register of Deeds for Dane County, Wisconsin, as Document No. 4264959, and (iii) a Mortgage, Assignment of Rents, Leases and Profits, and Fixture Filing recorded in the office of the Register of Deeds for Dane County, Wisconsin, as Document No. 4092030, as amended by a First Amendment to Mortgage, Assignment of Rents, Leases and Profits, and Fixture Filing, recorded in the office of the Register of Deeds for Dane County, Wisconsin, as Document No. 4264957 (collectively, the **Stoughton Mortgages**).
- (F) The sale of the Excipients Division is a Permitted Disposal under the Facility Agreements.
- (G) The Grantor is selling the Excipients Division pursuant to an Asset Purchase Agreement dated August 31, 2007 (the **Asset Purchase Agreement**) among the Grantor and Colorcon, Inc.

- (H) The Parties wish to release the liens and/or mortgages granted by the Security Agreement, the IP Security Agreement and the Stoughton Mortgages 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:

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 and mortgage in the Subject Assets (including, without limitation, the intellectual property identified on Exhibit A hereto) from the Security Agent's lien and/or mortgage under the Security Agreement, the IP Security Agreement, the Stoughton Mortgages and/or any other instrument. The Security Agent hereby authorizes the Grantor to execute and/or file or record any termination statements and other instruments that may be required to evidence the release contained herein.

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.

By: *Robert M. Bell*
Name: *Robert M. Bell*
Title:

SECURITY AGENT

NORDEA BANK AB (PUBL)

By: *Karin Folkesson*
Name:
Title: **Karin Folkesson**
Head of International Loan Services

Staffan Avenius
Senior Legal Counsel
Staffan Avenius

Exhibit A

Patents

<u>Patent</u>	<u>Country</u>	<u>Appl. No./Pub. No./Patent No.</u>	<u>Filing/Publication/Issue Date</u>	<u>Status</u>
Dry-Powder Film Coating Composition and Method of Preparation	Australia	2001288524	Pub. Date: 08/22/2002	Published
Dry-Powder Film Coating Composition and Method of Preparation	Brazil	PI0113712-3	Pub. Date: 07/06/2004	Published
Dry-Powder Film Coating Composition and Method of Preparation	Canada	2,421,399	Pub. Date: 03/14/2002	Published
Dry-Powder Film Coating Composition and Method of Preparation	China	Ser. No. 01816525.7 Pub. No. CN1466450	Filing Date: 08/29/2001 Pub. Date: 01/07/2004	Published
Dry-Powder Film Coating Composition and Method of Preparation	European Patent Office	01968266.5 Reg. No. 1315477	08/29/2001 06/21/2006	Granted/ EP Validated*
Dry-Powder Film Coating Composition and Method of Preparation	Hong Kong	Ser. No. 04103432.6 Pub. No. HK1060512	Filing Date: 08/29/2001 Pub. Date: 08/13/2004	Published
Dry-Powder Film Coating Composition and Method of Preparation	India	277MUMNP20	03/04/2003	Published
Dry-Powder Film Coating Composition and Method of Preparation	Japan	Ser. No. 2002-524472 Pub. No. 2004508321	Filing Date: 08/29/2001 Pub. Date: 03/18/2004	Pending
Dry-Powder Film Coating Composition and Method of Preparation	Mexico	2003/001987 Reg. No. 234274	03/06/2003 02/08/2006	Issued
Dry-Powder Film Coating Composition and Method of Preparation	New Zealand	524566 Reg. No. 524566	12/09/2004 12/09/2004	Issued
Dry-Powder Film Coating Composition and	USA	Ser. No. 09/656,082 Patent No. 6,660,302	Filing Date: 09/06/2000 Issue Date: 12/09/2003	Issued

Method of Preparation				
Dry-Powder Film Coating Composition and Method of Preparation	USA	Ser. No. 10/706,194 Patent No. 6,884,288	Filing Date: 11/12/2003 Issue Date: 04/26/2005	Issued

*EP Validated in Austria, Belgium, Switzerland, Germany, Denmark, Spain, France, United Kingdom, Ireland and Italy.

Trademarks

Cal-Carb® (Reg. No. 1,432,619).

Chroma-Kote™; Chroma-Teric™; and Chroma-Tone™ (Serial No. 77/114,710)

Dri-Klear™

Gel-Klear™

Gel-Tone P® (Reg. No. 2,164,244)

Nu-Pareil PG® (Reg. No. 967,315)

Nu-Tab® (Reg. No. 864,797). In addition to the U.S. TM Registration, there are registrations in the UK, Germany, France, Canada, Australia and under the European Community Trademark system.

Painkiller® (Reg. No. 0054100)

Pharma-Carb® (Reg. No. 1,717,009)

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