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04-07-2000

Form PTO-1594 R



U.S. Department of Commerce
Patent and Trademark Office

101308981

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Pfizer Inc.**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (DE)
 Other:

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: January 7, 1997

2. Name and address of receiving party(ies):
Name: **Chr Hansen A/S**
Internal Address:
Street Address: **10-12 Bøge Alle DK-2979**
City: **Horsholm** Country: **DENMARK**
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other (Danish company)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Additional names(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached?

B. Trademark registration No.(s)
1,566,656

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Kristine M. Strodthoff
GODFREY & KAHN, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202**

6. Total number of applications and registrations involved:.....[**1**]

7. Total fee (37 CFR 3.41):\$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: : **07-1509**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/07/2000 DCDATES 00000130 1566656

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristine M. Strodthoff
Name of Person Signing

Kristine M Strodthoff **02-22-00**
Signature Date

Total Number of pages comprising cover sheet: [7]

SENT BY: GODFREY & KAHN ; 1-24-00 12:38 ; G & K-18th Floor 4144752313:8

DOCKET NO. 006630-0195

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : Chr. Hansen A/S
Registration No. : 1,566,656
Mark : CHY-MAX MAXIMUM CHYMOSIN, FERMENTATION
PRODUCED
Registered : November 21, 1989

Assistant Commissioner
For Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

DESIGNATION OF DOMESTIC REPRESENTATIVE

Dear Sir:

Applicant hereby designates Kristine M. Strodthoff, Attorney-at-Law, whose address is Godfrey & Kahn, S.C., 780 North Water Street, Milwaukee, Wisconsin 53202, as its domestic representative upon whom notices or process may be served with respect to the above-identified trademark registration.

Dated: 5/2/00

CHR. HANSEN A/S

By: 

Signature

JAN BOEG HANSEN

(printed name)

En. Vice President Dairy System

(title)

MW36570-1.DOC

TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of October 1, 1996, and is from PFIZER INC, a corporation organized and existing under the laws of Delaware, and having a place of business at 235 East 42nd Street, New York, New York 10017 ("Assignor"), to Chr. Hansen A/S, a company organized and existing under the laws of Denmark, and having a place of business at 10-12 Boge Alle DK-2979 Horsholm, Denmark ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated October 1, 1996 (hereafter the "Agreement"), pursuant to which, inter alia, Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor certain Acquired Assets (as said term is defined in the Agreement);

WHEREAS, Assignor owns the entire right, title and interest in and to all those United States and foreign trademarks and trademark applications and registrations identified in Schedule A attached hereto (the "Trademarks") and the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks;

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, transfers, and assigns to Assignee the entire right, title and interest in and to the Trademarks, specifically including the goodwill associated therewith, together with all revisions and renewals thereof, and all proceeds thereof (such as, by way of example, income, license royalties and proceeds of present infringement suits), the right to sue for past, present and future infringement and all rights corresponding thereto throughout the world.

Assignor hereby covenants with Assignee that, at any time and from time to time after the execution of this Assignment, Assignor shall execute and deliver or use commercially reasonable efforts to cause to be executed and delivered all such further assignments, documents and instruments of conveyance, and shall take or cause to be taken all such other actions, as Assignee reasonably may request and at Assignee's sole cost and expense in order to more fully and effectively vest in Assignee or to confirm Assignee's title to and possession of the Trademarks and all ownership interests thereon, or otherwise to carry out the intents and purposes of the Agreement (provided that Assignor shall not be required to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party to accomplish the same). Without limitation to the foregoing, Assignor shall take all reasonable steps requested by Assignee in connection therewith including, (i) executing all instruments and doing all acts and things and giving Assignee all information, assistance and cooperation, without charge, reasonably requested by Assignee, in aid of its prosecution, defense, or resolution of any dispute and (ii) executing all instruments, without charge, reasonably requested

by Assignee, in aid of its prosecution, in any and all countries, of any and all other applications to register the Trademarks identified in Schedule A, including any and all renewals of any trademark registrations.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and the empowered officials of all other governments, anywhere in the world, to issue or transfer all of the said trademark registrations and applications to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

The rights and remedies of Assignee and the duties and obligations of Assignor hereunder shall be cumulative and in addition to the rights and remedies of Assignee and the duties and obligations of Assignor under the Agreement. Nothing herein shall be deemed to limit the rights and remedies of Assignee and the duties and obligations of Assignor under the Agreement and, to the extent of any conflict between this Assignment and the Agreement, the Agreement shall govern.

This Assignment shall be binding upon the successors and assigns, of Assignor, and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, the Assignor has executed this document and affixed its corporate seal by the hand of its duly authorized officer on the 7 day of JANUARY, 1997

PFIZER INC.

7th January, 1997

By: Peter C. Richardson

Name:

Title:

PETER C. RICHARDSON
ASSISTANT SECRETARY

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 7 day of January, 1997, before me personally appeared Peter C. Richardson, to me known to be the person who executed the foregoing Assignment, who being by me duly sworn, deposes and says that he resides in New York, that he is the Assistant Secretary of Pfizer Inc, the corporation described in and which executed the foregoing Assignment, and that he signed his name thereto pursuant to authority granted to him by the board of directors of said corporation.

(SEAL)

Mary Byrnes
MARY BYRNES
Notary Public, State of New York
No. 01BY4930J07
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 9, 1998

MW2-65097-1

SCHEDULE A (Continued)

Trade Name

CHY-MAX

SCHEDULE A (Continued)

<u>Country</u>	<u>Mark</u>	<u>Registration (Application) Number</u>
Argentina	CHY-MAX	1460120
Australia	CHY-MAX	A495306
Austria	CHY-MAX	142200
Benelux	CHY-MAX	455861
Brazil	CHY-MAX	814552951
Canada	CHY-MAX	403422
Denmark	CHY-MAX	8204/90
Finland	CHY-MAX	110761
France	CHY-MAX	1513780
Germany West	CHY-MAX	1137749
Greece	CHY-MAX	107676
Israel	CHY-MAX	83074
Italy	CHY-MAX	550885
Mexico	CHY-MAX	384599
New Zealand	CHY-MAX	187714
Norway	CHY-MAX	141370
Portugal	CHY-MAX	281313
Republic of Ireland	CHY-MAX	129350
Republic of Ireland	CHY-MAX	129349
South Africa	CHY-MAX	92/2049
Spain	CHY-MAX	1562522
Sweden	CHY-MAX	254183

SCHEDULE A (Continued)

<u>Country</u>	<u>Mark</u>	<u>Registration (Application) Number</u>
United Kingdom	CHY-MAX	A1358573
United Kingdom	CHY-MAX	A1358572
United States	CHY-MAX	1522287
Venezuela	CHY-MAX	88/21480 (Appl.)
Japan	CHY-MAX DESIGN LOGO	1993/124480 (Appl.)
Switzerland	CHY-MAX LOGO	396296
United States	CHY-MAX MAXIMUM CHYMOSIN, FERM	1566656
Japan	CHYMAX	2672812
Japan	CHYMAX IN KATAKANA	2690320

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