

08-02-2000

FORM PTC-1618  
(Rev. 11/99)  
OMB No. 0651-0011 (exp. 6/99)

RECO



HEET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
TRADEMARK

To the Honorable Commissioner for Pat.

101421407

Attached original document(s) or copy(ies).

1. Name of conveying party(ies):  
**LODERS CROKLAAN B.V.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation                               Other: \_\_\_\_\_

Citizenship/State of Incorporation/Organization: **Netherlands**  
 Additional name(s) of conveying party(ies) attached?  Yes  No  
 Execution date: **April 27, 1999**

2. Name and address of receiving party(ies):

Name: **Archer Daniels Midland Europe B.V.**  
 Street Address:  
**Elbeweg 125, 3198 LC-Europoort-RT  
 Netherlands**

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation  
 Other: \_\_\_\_\_

Citizenship/State of Incorporation/Organization:  
 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 name(s) & address(es) attached?  Yes  No

4. Nature of submission:

New  
 Resubmission (Non-Recordation) Document ID# \_\_\_\_\_  
 Correction of PTO error  
 Reel #: \_\_\_\_\_ Frame #: \_\_\_\_\_  
 Corrective Document  
 Reel #: \_\_\_\_\_ Frame #: \_\_\_\_\_

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

A. Trademark Application No.(s)  
 B. Trademark Registrations No.(s)  
**1,178,392**

Additional numbers attached?  Yes  No

ATTORNEY DOCKET NO.: **330-2492**  
 B. Trademark Registrations No.(s)  
**1,178,392**

6. Correspondent name and address:

**LAFF, WHITESEL & SARET, LTD.  
 ATTORNEYS AT LAW  
 401 NORTH MICHIGAN AVENUE  
 SUITE 1700  
 CHICAGO, ILLINOIS 60611-4212**

Direct telephone calls to: **Joseph F. Schmidt**  
 at telephone no. (312) 661-2100 or fax no. (312) 661-0029

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231 on  
 Date: 7/7/00  
 Typed name: Dawn Ternig

7. Total number of properties involved: **one (1)**  
 Total pages including cover sheet & attachments: **7**

Total fee (37 CFR 3.41) ..... \$40.00  
 Enclosed  
 Authorized to be charged to deposit account #12-0064  
 Authorization to charge additional fees

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

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08/01/2000 DNGUYEN 00000370 1178392

Statement and signature 40.00 UP

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. Charges to deposit account are authorized.

Joseph F. Schmidt  
Name of Person Signing

Signature

Date

6/29/00

Mail documents to be recorded with required cover sheet information to:  
Commissioner for Patents & Trademarks, Box Assignments  
Washington, DC 20231

TRADEMARK  
REEL: 002113 FRAME: 0200

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Registrant: Archer Daniels Midland Europe, B.V. )  
 )  
Registration No.: 1,178,392 )  
 )  
Mark: SOYCOMIL )  
 )  
Issued: November 17, 1981 )  
 )  
Docket No.: 330-2492 )

ASSISTANT COMMISSIONER FOR TRADEMARKS  
2900 Crystal Drive  
Washington, D.C. 22202

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Laff, Whitesel & Saret, Ltd. whose postal address is 401 North Michigan Avenue, Suite 1700, Chicago, Illinois 60611 is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

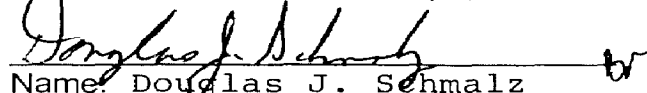
**REVOCATION AND SUBSTITUTE POWER OF ATTORNEY**

Registrant hereby revokes all previous powers of attorney and hereby appoints Charles A. Laff, J. Warren Whitesel, Larry L. Saret, Martin L. Stern, Louis Altman, Joseph F. Schmidt, Barry W. Sufrin, Marshall W. Sutker, Judith L. Grubner, Kevin C. Trock, William Meunier, G. Peter Albert, Jr., Michael B. Allen, Jr., Lisa C. Childs, Rita A. Abbati, Jeffrey H. Canfield and Sean S. Swidler, attorneys at law, duly authorized to practice law in the State of Illinois, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office in connection with the above-identified Registration, such power to be exercised separately or collectively by said attorneys; and requests that all correspondence from the Patent and Trademark Office concerning this application be addressed to:

**JOSEPH F. SCHMIDT, ESQ.**  
Laff, Whitesel, Conte & Saret, Ltd.  
401 North Michigan Ave., Suite 1700  
Chicago, Illinois 60611


Archer Daniels Midland Europe, B.V.

April 5, 2000  
Date

  
Name: Douglas J. Schmalz  
Title: Director

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, VA 22202 on

Date: 7-7-00   
Dawn Fernig

ASSIGNMENT

WHEREAS, LODERS CROKLAN B.V., registered and having its offices in Wormerveer, Netherlands ("ASSIGNOR"), owns all right, title and interest to the trademark SOYCOMIL (hereinafter the Trademark), the registrations and applications listed in the attached Schedule A therefor and the goodwill of the business symbolized by said Trademark;

WHEREAS, ARCHER DANIELS MIDLAND EUROPE B.V., registered and having its office in Rotterdam-Europoort, Netherlands ("ASSIGNEE"), desires to acquire all of ASSIGNOR's right, title and interest to the Trademark, the registrations and applications listed on attached Schedule A therefor and the goodwill of the business symbolized by said Trademark; and

WHEREAS, ASSIGNOR and ASSIGNEE are parties to a certain Trade Mark License Agreement dated October 14, 1991, pursuant to which the ASSIGNOR granted an option to purchase and ASSIGNEE has exercised said option to purchase the rights, properties, assets, claims, contracts and businesses of ASSIGNOR related to said Trademark, the registrations and applications listed on attached Schedule A therefor and the goodwill of the business symbolized by said Trademark.

NOW, THEREFORE, for the sum of Dfl. 1, (Dutch Florins one) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said Trademark, the registrations and applications listed on attached Schedule A therefor and the goodwill of the business symbolized by said Trademark, together with all rights under any applicable

international treaties and agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this Assignment not been made, together with all income, royalties, damages or payments due or payable as of the effective date of this Assignment, including, without limitation, all worldwide rights to the Trademark, the goodwill of the business symbolized by said Trademark and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Agreement.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the Trademark as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the Trademark, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the Trademark; (b) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) to perform all other affirmative acts which may be necessary or desirable throughout the world to maintain, protect or enforce the Trademark.

ASSIGNOR hereby covenants and warrants that no other agreement has been or will be executed in conflict herewith.

IN WITNESS WHEREOF, this Agreement has been duly executed by an authorized officer of ASSIGNOR and is effective, nunc pro tunc.

LODERS CROKLAAN B.V.

Dated: 9 March 1999

By: [Signature]  
Title: \_\_\_\_\_  
H.G.M. BERENDSCHOT )  
duly authorised )  
E.A.M. MARIJNISSEN )  
duly authorised )

I, \_\_\_\_\_, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified corporation with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Notary Public

ARCHER DANIELS MIDLAND EUROPE, B.V.

By: [Signature]  
Title: Supervisory Director  
Dated: 27-4-99

I, Vickie Bromley, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified corporation with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 27<sup>th</sup> day of April, 1999.

Vickie Bromley  
Notary Public  
" OFFICIAL SEAL "  
Vickie Bromley  
Notary Public, State of Illinois  
My Commission Expires 4/14/2002

## SCHEDULE A

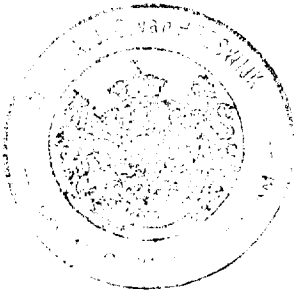
Austria	IRR 411124
Benelux	326.317
Canada	257562
Croatia	IRR 411124
Czech	IRR 411124
Denmark	03 212/1975
Erie	89665
Finland	71472
France	IRR 411124
Germany	IRR 411124
Hungary	IRR 411124
Intr'l Registration	R 411124
Ireland	89665
Italy	IRR 411124
Japan	1767515
Liechtenstein	IRR 411124
Macedonia	IRR 411124
Malaya	95124
Monaco	IRR 411124
Norway	99.761
Philippines	Application No. 3064F
Portugal	IRR 411124

Romania	IRR 411124
Russia	77481
Sabah	29945
San Marino	IRR 411124
Sarawak	25215
Singapore	2544/82
Slovak Rep.	IRR 411124
Slovenia	IRR 411124
Spain	IRR 411124
Sweden	155.400
Switzerland	IRR 411124
Taiwan	327634
United Kingdom	1052713
United States	1,178,392
Yugoslavia	IRR 411124



I, Victor Joseph Antonius Johannes Clemens van Heeswijk, civil law notary with residence in Rotterdam, the Netherlands, certify that the signatures placed on the attached document are the signatures of Mr H.G.M. Berendschot and of Mrs E.A.M. Marijnissen who, acting jointly, are duly authorized to sign for and on behalf of Loders Croklaan B.V..

Rotterdam, 17 March 1999



A handwritten signature in black ink, appearing to be "V. J. A. J. C. van Heeswijk".



