

04-06-2001



101656850

3.20.01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
02 23 01

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Universal Foods Corporation, d/b/a Sensient Technologies Corporation

02 23 01

Formerly _____

78040961

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Wisconsin

Receiving Party

Mark if additional names of receiving parties attached

Name SAF (USA) Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 400 South Fourth Street

Address (line 2) _____

Address (line 3) Minneapolis Minnesota U.S.A. 55415
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

04/05/2001 TDIAZ1 00000075 78040961

01 FC:481
02 FC:482

40.00 DP
600.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="78040961"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1986160"/>	<input type="text" value="1272031"/>	<input type="text" value="1013363"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1970272"/>	<input type="text" value="1056218"/>	<input type="text" value="0998562"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1684574"/>	<input type="text" value="1026482"/>	<input type="text" value="0948005"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Robyn Y. Ettricks



3/20/01

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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0931449	0711606	0055768
0904406	0705319	
0889132	0705318	
0801028	0637251	
0801027	0605564	
0747937	0579195	
0747780	0430604	

TRADEMARK AND PATENT ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") made and entered into this 23rd day of February 2001, by Universal Foods Corporation, a Wisconsin corporation, d/b/a Sensient Technologies Corporation ("Assignor"), in favor of SAF (USA) Corporation, a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of February 23, 2001 (the "Agreement"), providing for, *inter alia*, the sale by Assignor of certain assets relating to a portion of the business of Assignor;

WHEREAS, Assignor agreed to grant certain rights in intangible assets, including intellectual property, to Assignee pursuant to the Agreement;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks set forth on the attached Schedule A (the "Trademarks"), which Schedule was provided by Assignor to Assignee, and desires to transfer the Trademarks pursuant to the Agreement; and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the Canadian patent set forth on the attached Schedule A (the "Patent") and desires to transfer the Patent to Assignee pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

TRADEMARKS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Assignor agrees to execute and deliver at the reasonable request of Assignee, any and all instruments, assignments and papers and to perform any other reasonable acts Assignee may require in order to consolidate, vest and record in Assignee, all of Assignor's rights, title and interest in and to the Trademarks.

PATENT

3. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patent, the inventions disclosed therein and all divisionals, continuations, continuations-in-part, reissues, reexaminations, and extensions thereof, all said rights to be held and enjoyed by Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patent has been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, and Assignor hereby assigns any and all claims and causes of action for infringement of such Patent which have accrued up to and including the date of this Assignment, including all rights to recover damages, profits, and injunctive relief for past and future infringements thereof.

4. Assignor authorizes Assignee, its successors, assigns, or nominees, to make additional applications for patent or other form of protection for the Patent in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patent filed by Assignor or Assignee, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

5. Assignor agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, perform any reasonable acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining, sustaining, reexamining or reissuing the Patent, and for maintaining and perfecting Assignee's rights to the Patent.

6. Assignor agrees that Assignor will communicate to Assignee or its representatives any facts known to Assignor respecting the Patent and, when requested by Assignee, will perform any reasonable acts that Assignee, its successors, assigns, and legal representatives or nominees may require in order to vest and record in Assignee, all of Assignor's rights, title and interest in and to the Patent.

7. Assignor hereby agrees that a copy of this Assignment may be utilized as a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in a country as proof of the right of Assignee or its successors, assigns, or nominees to apply for patent or other proper protection for the Patent, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

GENERAL

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

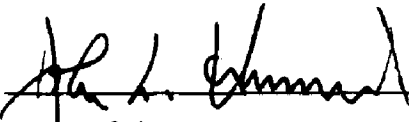
9. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and as appropriate, the corresponding officials of the several states and of all foreign countries, to record Assignee as the owner of and/or to issue to Assignee in accordance with this instrument all registrations and Letters patent having to do with the Trademarks and Patent, and all applications and renewals for any of the same.

10. This Assignment is subject to the terms set forth in the Agreement and, to the extent any provision of this Assignment is inconsistent with or conflicts with the terms of the Agreement, the terms of the Agreement shall control.

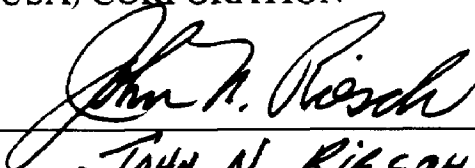
11. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

UNIVERSAL FOODS CORPORATION,
d/b/a SENSIENT TECHNOLOGIES CORPORATION

By: 
Name: John L. Hammond
Title: Vice President, Secretary + General Counsel

SAF (USA) CORPORATION


By: 
Name: JOHN N. RIESCH
Title: PRESIDENT, CEO

ACKNOWLEDGMENT

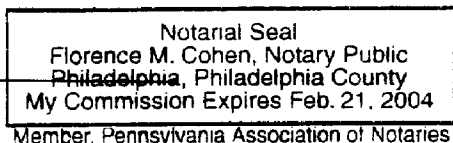
STATE OF PENNSYLVANIA :
 : ss.
COUNTY OF PHILADELPHIA :

Jack Hammond, being duly sworn, says that he is the General Counsel, Vice President and Secretary of Universal Foods Corporation d/b/a Sensient Technologies Corporation, a Wisconsin corporation, and acknowledges that he did sign said instrument on behalf of Universal Foods Corporation d/b/a Sensient Technologies Corporation, pursuant to due authority.

Sworn to and subscribed
before me this 22nd day
of February, 2001.


Notary Public

My commission expires: _____
(SEAL)




ACKNOWLEDGMENT

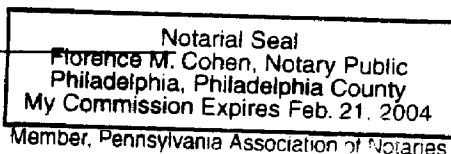
STATE OF PENNSYLVANIA :
 : ss.
COUNTY OF PHILADELPHIA :

John N. Riesch, being duly sworn, says that he is the President and Chief Executive Officer of SAF (USA) Corporation, a Delaware corporation, and acknowledges that he did sign said instrument on behalf of SAF (USA) Corporation, pursuant to due authority.

Sworn to and subscribed
before me this 22nd day
of February, 2001.


Notary Public

My commission expires: _____
(SEAL)



Schedule A

Trademarks

Country	Reg. No.	Title	Reg. Date
UNITED STATES (25)	1,986,160	DO-ZYME	7/9/2006
	1,970,272	RED STAR	4/23/2006
	1,684,574	RED STAR PLUS (Stylized)	4/28/2002
	1,272,031	SUPER STAR PROOF	3/27/2004
	1,056,218	STARPROOF	1/11/2007
	1,026,482	RED STAR	12/9/2005
	1,013,363	MAX-RICH	6/17/2005
	998,562	RED STAR-TER	11/19/2004
	948,005	MAX-RICH	11/28/2002
	931,449	STAR-ZYME	3/28/2002
	904,406	Miscellaneous Design (Star & Bar)	12/15/2000
	889,132	Miscellaneous Design (Red Star Logo)	4/7/2010
	801,028	RED STAR ANGEL CREAM	12/28/2005
	801,027	ANGEL CREAM	12/28/2005
	747,937	YEASTADE	4/9/2003
	747,780	YEASTADE	4/9/2003
	711,606	RED STAR	2/21/2001
	705,319	BREWPEP	10/4/2000
	705,318	BREWBUF	10/4/2000
	637,251	SACARASA	11/13/2006
	605,564	RED STAR & Design	5/3/2005
	579,195	RED STAR	8/25/2003
	430,604	RED STAR & Design	6/17/2007
	55,768	RED STAR & Design	8/21/2006
	78/040,961	FEDERAL YEAST	pending
AFRICAN UNION (1)	15,472	RED STAR & Design	10/25/2005
ARGENTINA (3)	1,554,211	RED STAR	2/28/2005
	1,094,529		
	1,388,938	RED STAR & Design	2/28/2002
	972,325		
	1,516,578	RED STAR	4/29/2004
AUSTRALIA (2)	A88,808	RED STAR & Design	10/4/2002
	A602,430	RED STAR & Design	5/14/2010

Country	Reg. No. Orig. Reg.	Title	Renewal
BAHAMAS (1)	1,493	RED STAR & Design	8/9/2002
BELIZE (1)	551	RED STAR & Design	8/16/2005
BERMUDA (1)	2221	RED STAR & Design	8/17/2002
BOLIVIA (1)	79,239-C	RED STAR & Design	6/13/2010
CANADA (1)	TMDA40560 183/40560	RED STAR & Design	9/15/2006
CHILE (2)	473,407 313,652	RED STAR	12/3/2006
	411,198	RED STAR	8/24/2003
COLOMBIA (2)	155,575	RED STAR & Design	3/27/2004
	131,795	RED STAR & Design	12/25/2005
COSTA RICA (1)	10,557	RED STAR & Design	11/15/2007
DOMINICAN REPUBLIC (1)	5,836	RED STAR & Design	10/30/2001
ECUADOR (2)	1322-94 2688-88	RED STAR & Design	11/17/2003
	391-94 2674-88	RED STAR & Design	11/17/2003
EL SALVADOR (1)	15,464	RED STAR & Design	11/13/2007
FRANCE (1)	1,408,841	RED STAR & Design	6/13/2006
GREAT BRITAIN (2)	1,536,146	RED STAR & Design	5/20/2010
	650,779	RED STAR & Design	8/16/2005
GUATEMALA (1)	6,563	RED STAR & Design	12/1/2007
HONDURAS (1)	5,222	RED STAR & Design	8/28/2008
HONG KONG (1)	345 OF 1948	RED STAR & Design	11/5/2003
JAMAICA (1)	4,683	RED STAR & Design	9/3/2002

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Country	Reg. No. Orig. Reg.	Title	Renewal
JAPAN (2)	3,115,550	RED STAR	1/31/2006
	3,223,330	RED STAR & Design	11/29/2006
JORDAN (1)	21,349	RED STAR & Design	5/16/2004
KUWAIT (1)	8306/7517	RED STAR & Design	7/25/2006
LIBERIA (1)	9889/182 12974/155	RED STAR & Design	9/12/2004
MALAYSIA (3)	S/28293	RED STAR	7/25/2002
	M/91487	RED STAR	7/25/2002
	23,740	RED STAR	9/4/2002
MEXICO (2)	455,235	RED STAR & Design	9/24/2003
	335,980	RED STAR	11/6/2004
MOROCCO (1)	41,518	RED STAR & Design	9/1/2008
NETHERLANDS ANTILLES (1)	1874	RED STAR & Design	8/22/2006
NEW ZEALAND (1)	43,745	RED STAR & Design	10/17/2009
NICARAGUA (1)	4,949	RED STAR & Design	10/14/2006
NIGERIA (1)	25,147	RED STAR & Design	2/28/2010
NORWAY (1)	168,354	RED STAR	6/22/2005
PANAMA (1)	2,163	RED STAR & Design	2/21/2008
PARAGUAY (3)	206,670 126,999	RED STAR & Design	12/16/2007
	206,669 126,998	RED STAR & Design	12/16/2007
	205,594 128,299	RED STAR & Design	3/7/2008
PHILIPPINES (1)	14,551	RED STAR & Design	2/28/2009
PUERTO RICO (1)	6,446	RED STAR & Design	11/29/2006

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Country	Reg. No. Orig. Reg.	Title	Renewal
RWANDA (1)	451/ARK	RED STAR & Design	NOT AVAIL.
SAINT LUCIA (1)	33	RED STAR & Design	8/23/2002
SINGAPORE (1)	3462/81	RED STAR	8/7/2002
SOUTH KOREA (2)	300,460	RED STAR & Design	10/24/2004
	292,360	RED STAR	6/27/2004
SPAIN (1)	632,892	RED STAR & Design	1/8/2001
SRI LANKA (3)	44,417	RED STAR & Design	3/30/2002
	43,845	RED STAR & Design	11/10/2001
	43,844	RED STAR & Design	11/10/2001
ST VINCENT (GRENADINES) (1)	15/1950	RED STAR & Design	8/16/2005
SURINAME (1)	5354 1500	RED STAR & Design	11/6/2006
SWITZERLAND (2)	414,424	RED STAR & Design	7/2/2003
	348,274	RED STAR & Design	6/29/2006
TANGIERS (1)	6,891	RED STAR & Design	4/8/2008
THAILAND (1)	TM14850	RED STAR & Design	8/16/2003
TRINIDAD & TOBAGO (1)	254/1946	RED STAR & Design	8/14/2002
VENEZUELA (3)	20,524	RED STAR & Design	3/5/2004
	13,286-93	RED STAR	NOT AVAIL.
	22,055-93	RED STAR & Design	NOT AVAIL.
VIRGIN ISLANDS (2)	5,806	RED STAR & Design	6/17/2007
	523	RED STAR & Design	8/26/2002

Patent

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No.	Title	Date
CANADA 1,178,547	METHOD FOR THE PRODUCTION OF CHROMIUM YEAST	11/27/2001

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RECORDED: 03/20/2001

TRADEMARK
REEL: 002265 FRAME: 0331