



09-13-2001

08-28-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #70

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

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):  
Hercules Incorporated;  
Hercules Copenhagen ApS.; and  
Lehman FG Newco, Inc.

Handwritten: 57801

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 28, 2000

2. Name and address of receiving party(ies)

Name: CP Kelco ApS.  
Internal Address: (same)

Street Address: Wed Banan 16  
City: Lille Skovsved State: Denmark Zip: DK-4623

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability 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 name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
See Attached Schedule

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: Potter Anderson & Corroon LLP  
Internal Address: Attention: Thomas R. Mancini

Street Address: 1313 North Market Street

City: Wilmington State: DE Zip: 19801

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 320.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501447

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

**DO NOT USE THIS SPACE**

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.

Thomas R. Mancini  
Name of Person Signing

[Signature]  
Signature

8/24/01  
Date

Total number of pages including cover sheet, attachments, and document: 11

09/12/2001 DBYRNE 00000045 501447 233560

01 FC:481 40.00 CH  
02 FC:482 175.00 CH

Documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

233 560

APPOINTMENT OF DOMESTIC REPRESENTATIVE SUBMITTED  
AFTER APPLICATIONS ARE FILED

CP Kelco U.S., Inc., whose postal address is 1313 North Market Street, Wilmington, Delaware 19894-001, is hereby designated as applicant's representative upon whom notice or process, in proceedings affecting the marks listed on the attached Schedule A, may be served. These appointments simultaneously revokes any and all previous appointments.

CP KELCO ApS

Date: August 24, 2001

By: 

Name: Robert O'Flynn O'Brien

Title: Vice President Intellectual Property

8.25.01

TRADEMARK SCHEDULE

COUNTRY	MARK	CLASS	APPL. NO.	FILING DATE	REG. NO.
UNITED STATES	GENU	30	233560	06/13/2007	830,261
UNITED STATES	GENUGEL	6, 46	230741	08/22/2002	833,868
UNITED STATES	GENULACTA	18, 46	205645	08/17/2000	794,345
UNITED STATES	GENUTINE	1	75/589,735	11/16/1998	
UNITED STATES	GENUVISCO	6, 46	250742	08/22/2002	833,869
UNITED STATES	PECTAGEL	29	75/074,527	12/30/2007	2,124,837
UNITED STATES	SLENDID	1	74/443,771	07/25/2005	1,907,796
UNITED STATES	SLENDID	1	74/443,772	09/19/2005	1,920,608

## U.S. TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective this 28<sup>th</sup> day of September, 2000 ("Effective Date"), by and between Hercules Incorporated, a Delaware corporation ("Assignor") and Hercules Copenhagen ApS, a Danish private liability company ("Assignee").

WHEREAS, Assignor, Assignee, Lehman FG Newco, Inc., a Delaware corporation ("Lehman Newco"), and certain other parties have entered into a Share Purchase Agreement dated as of August 10, 2000 (as amended pursuant to its terms, the "Share Purchase Agreement");

WHEREAS, upon the consummation of the transactions contemplated by the Share Purchase Agreement, Assignee shall change its name to CP Kelco ApS;

WHEREAS, Assignor, through itself or its wholly owned subsidiaries, is the exclusive owner of all right, title and interest in and to the Trademarks (as defined below);

WHEREAS, pursuant to the Share Purchase Agreement, Assignor wishes to assign to Assignee the entirety of Assignor's right, title and interest in and to the Trademarks;

WHEREAS, pursuant to Section 5.3 of the Share Purchase Agreement, Assignor agreed to execute and deliver such agreements and other instruments as the other party may request in connection with the transactions contemplated thereby;

WHEREAS, prior to the Effective Date and during the period which Assignee was a wholly owned subsidiary of Assignor, Assignee funded the development of and used the Trademarks on an exclusive, royalty free basis and as the beneficial owner thereof;

WHEREAS, the parties agree that the fair market value of the rights in and to the Trademarks, not previously beneficially owned by Assignee, being transferred from Assignor to Assignee hereunder is \$1 (One Dollar); and

WHEREAS, Assignee has paid \$1 (One Dollar) to Assignor as consideration for the rights in and to the Trademarks being transferred hereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following, whether such right, title or interest is held by Assignor or its wholly owned subsidiary:

1. All of its trademarks, trade names, service marks, service names and brand names in the United States and all foreign countries, including without limitation the trademarks listed on Schedule A annexed hereto together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter "Trademarks");

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state foreign or multinational law, or any compact, treaty, protocol, convention or organization, now or hereafter in effect, including without limitation common-law rights, trade dress rights and rights under the laws of unfair competition with respect to the Trademarks, together with all income, royalties or payments due or payable as of the Effective Date or thereafter ("Related Rights");

3. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registrations or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

The parties agree that the assignment of each trademark on Schedule A shall be construed as separable and divisible from the assignment of every other trademark. The unenforceability or invalidity of this Assignment with respect to any one trademark shall not limit its enforceability or validity, in whole or in part, with respect to any other trademark.

The parties agree to cooperatively review, evaluate and redetermine the fair market value of the Trademarks within 90 days of the Effective Date. If the parties are unable to, in good faith, agree upon a final fair market value within such 90 day period, the parties agree to engage Tim Golden of Pricewaterhouse Coopers (Philadelphia), or such other independent valuation expert mutually acceptable to both parties, to determine the fair market value of the Trademarks. If it is determined that the fair market value is in excess of \$1, Assignee will promptly pay the difference between such final fair value and \$1 to Assignor.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 28<sup>th</sup> day of September, 2000.

HERCULES INCORPORATED

By: *Israel J. Floyd*  
Name: *Israel J. Floyd*  
Title: *Secretary*

HERCULES COPENHAGEN APS

By: *Harry J. Mucci*  
Name: *Harry J. Mucci*  
Title: *Chairman, Chief Executive Officer  
and President*

Subscribed and sworn to before  
me this *28* day of *Sept*, 2000

*Julie S. Park*  
Notary Public

JULIE S. PARK  
NOTARY PUBLIC, State of New York  
No. 01PA6033535  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires November 22, 2001

**Schedule A - Trademarks**

Food Gums' Trademarks For Client/Division:

UNITED STATES

Date of Report: 25SE2000

COUNTRY	MARK	CLASS	APPL. NO.	REG. NO.	STATUS	RNL.DUE
United States	GENU	30	233560	830261	G	13JIE2007
United States	GENUGEL	6 46	230741	833868	G	22AU2002
United States	GENULACTA	18 46	205645	794345	G	17AU2000
United States	GENUTINE	1	75589735		F	
United States	GENUVISCO	6 46	250742	833869	G	22AU2002
United States	PECTAGEL	29	75/074527	2124837	G	30DE2007
United States	SLENDID	1	74/443771	1907796	G	25JL2005
United States	SLENDID	1	74/443772	1920608	G	19SE2005



Food Gums' Trademarks By Country

UNITED STATES

Date of Report: 25SE2000

COUNTRY	MARK	CLASS	APPL. NO.	REG. NO.	STATUS	RNL.DUE
United States	CP KELCO	1			D	
United States	CP KELCO	1			D	
United States	CP KELCO	1			D	
United States	CP KELCO	5	76/124309		F	
United States	CP KELCO	29	76/125056		F	
United States	CP KELCO	30	76/125055		F	
United States	CP KELCO	32	76/124402		F	
United States	CP KELCO AND DESIGN	1			D	
United States	CP KELCO AND DESIGN	1			D	
United States	CP KELCO AND DESIGN	1			D	
United States	CP KELCO AND DESIGN	5	76/125063		F	
United States	CP KELCO AND DESIGN	29	76/124312		F	
United States	CP KELCO AND DESIGN	30			D	
United States	CP KELCO AND DESIGN	32	76/125057		F	

TRADEMARK SCHEDULE A

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UNITED STATES	GENU	30	233560	06/13/2007	830,261
UNITED STATES	GENUGEL	6, 46	230741	08/22/2002	833,868
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UNITED STATES	PECTAGEL	29	75/074,527	12/30/2007	2,124,837
UNITED STATES	SLENDID	1	74/443,771	07/25/2005	1,907,796
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