

06-10-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

102468292

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

1. Name of conveying party(ies): Penford Australia Limited 170 Epping Road, Lane Cove New South Wales 2066, AUSTRALIA

S.1303

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies) Name: National Starch and Chemical Internal Investment Holding Corporation Address: 1000 Uniqema Boulevard

Street Address: New Castle, Delaware 19720 USA City: State: Zip:

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

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) 75/666,249

B. Trademark Registration No.(s) 2,014,205

Additional number(s) attached Yes No

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

Name: Kim A. Spitzmiller Internal Address: National Starch and Chemical Company

06/10/2003 TDI A Z I 00000045 140455 75666249

01 FC: 3521 40.00 CH

02 FC: 3522 25.00 CH

Street Address: 10 FINDERNE AVENUE

Bridgewater, NJ 08807 City: State: Zip:

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

140455

(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.

FRANK TANNUZZELLI

[Signature]

13 MARCH 2003

Name of Person Signing

Signature

Date

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

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

TRADEMARK REEL: 002749 FRAME: 0127

**GENERAL TRADEMARK ASSIGNMENT AGREEMENT**

This agreement made as of this 26<sup>th</sup> day of November, 2002, between PENFORD AUSTRALIA LIMITED, a corporation organized and existing under the laws of Australia, located at Lane Cove New South Wales, Australia 2066, (formerly known as STARCH AUSTRALASIA LIMITED), (hereinafter called the "Assignor") as the registered proprietors of trademarks in foreign jurisdictions set forth on the attached Schedule (hereinafter referred to as the "Trademarks") and NATIONAL STARCH AND CHEMICAL INVESTMENT HOLDING CORPORATION, a corporation organized and existing under the laws of the State of Delaware, United States of America, having an address at 1000 Unigoma Boulevard, New Castle, Delaware 19720, United States of America (hereinafter called the "Assignee").

**WITNESSETH:**

WHEREAS, Penford Australia Limited and National Starch & Chemical Pty, Ltd. Australia, an affiliate of Assignee, have entered into an Asset Purchase and Sale Agreement dated as of November 22, 2002, (hereinafter referred to as the "Purchase Agreement");

WHEREAS, Assignor is the owners of the Trademarks set forth on the attached Schedule, and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks together with the goodwill associated with the Trademarks and symbolized by the Trademarks;

NOW, THEREFORE, in consideration of the Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor, by these presents, hereby sells, assigns, transfers and conveys unto the said Assignee, its successors and assigns, all of Assignor's right, title and interest, including any and all common law rights, in and to the Trademarks together with their corresponding registrations and applications and with the goodwill of the business of the Assignor connected with the use of, as well as symbolized by, the aforesaid Trademarks, including the right to sue and prosecute prior infringements in court and administratively, the Assignee therefore having the right, from today on, to consider itself the sole owner of the Trademarks, to use them as Trademarks of its own or else to dispose of them as best suits its interest, without giving rise to any claim

whatsoever in this respect on the part of the Assignor in any event or at any time.

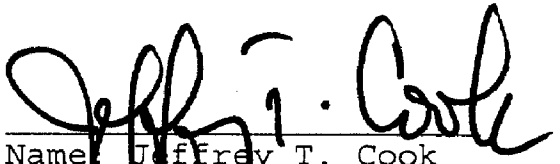
2. The Assignor hereby agrees to execute specific confirmatory assignments, consents or other supplementary documents (as may be reasonably required) in favor of the Assignee, for each of the countries in which there are Trademarks recited in the attached Schedule in order to effectuate recordation of the assignment of the aforesaid Trademarks on the Registers of the countries recited in the attached Schedule.
3. Assignor, at the request of Assignee and at Assignee's expense, further agrees to provide reasonable cooperation and assistance to Assignee in any legal requirements relating to the status, validity or enforceability of the Trademarks, including providing Assignee with any information regarding use of the Trademarks in connection with the prior manufacture, promotion, sale and advertising of any products bearing the Trademarks.
4. Any and all representations and warranties made by Assignor to Assignee with respect to the Trademarks are set forth in the Purchase Agreement.
5. Assignor agrees to hereafter recognize Assignee's sole and exclusive ownership, right, title and interest in and to the Trademarks. The Assignor shall not challenge the ownership by the Assignee of the Trademarks nor claim adversely to Assignee any right, title and interest in and to the Trademarks.  
Assignor
6. This assignment shall extend to and be binding upon all successors, licensees and assigns of the parties hereto.
7. In the event the Trademarks are infringed by a third party and the Assignee wishes to proceed against the infringing party, the Assignor shall reasonably assist the Assignee in taking the action. The Assignor, upon written request from the Assignee, shall join in any action or actions of opposition, cancellation or infringement without incurring any further obligation, if such joinder is reasonably necessary to protect Assignee's interests in the Trademarks. All costs incurred by such action shall be borne by the Assignee and all damages or monies collected in settlement shall accrue to the Assignee.

8. In the event of any conflict between the terms and conditions of this General Trademark Assignment Agreement and the Purchase Agreement, the Purchase Agreement will control.

[Signature Page Follows]

IN WITNESS WHEREOF, the said Assignor has hereunto set its hand to this GENERAL TRADEMARK ASSIGNMENT AGREEMENT as of the day and year first above written.

PENFORD AUSTRALIA LIMITED

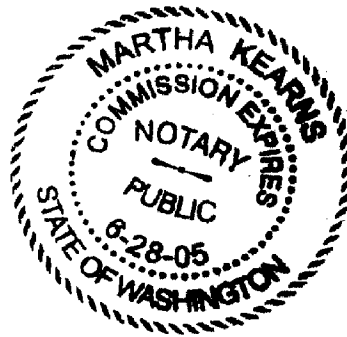
By:   
Name: Jeffrey T. Cook  
Title: Director

CORPORATE ACKNOWLEDGEMENT

] ] ] SS: ] ] ]

On this 25<sup>th</sup> day of November, 2002, before me personally appeared Jeffrey T. Cook to me known, who, being by me duly sworn, did depose and say that he is a Director of **PENFORD AUSTRALIA LIMITED** and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.

Martha Kears  
Notary Public



[Seal]

ASSIGNOR

IN WITNESS WHEREOF, the said Assignee has hereunto set its hand and affixed its corporate seal to this GENERAL TRADEMARK ASSIGNMENT AGREEMENT as of the day and year first above written.

NATIONAL STARCH AND  
CHEMICAL INVESTMENT  
HOLDING CORPORATION

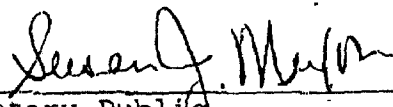
By: Barbara Curran  
Name: Barbara Curran  
Title: Secretary

(See following pages for Notarial Acknowledgments)

**CORPORATE ACKNOWLEDGEMENT**

UNITED STATES OF AMERICA    ]
   
   ]
   
 STATE OF *Delaware*            ]    SS:
   
   ]
   
 COUNTY OF *New Castle*        ]

On this *26<sup>th</sup>* day of November, 2002, before me personally appeared *Barbara S. Curran* to me known, who, being by me duly sworn, did depose and say that he/she is the *Secretary* of **NATIONAL STARCH AND CHEMICAL INVESTMENT HOLDING CORPORATION** and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the said seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

  
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 Notary Public

**SUSAN J. MINKIN**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**                    [Seal]  
 My Commission Expires **Feb. 23, 2003**

**ASSIGNEE**