

08-04-2003

7-21-03

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



102515923

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

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

- 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: 09/28/2000

2. Name and address of receiving party(ies)

Name: Hercules Copenhagen ApS

Internal Address: now known as CP Kelco ApS (see attached)

Street Address: Ven Banen 16, Lille Skensved DK-4623

City: State: Denmark Zip:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other private Danish corporation

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)

B. Trademark Registration No.(s)

0830261

Additional number(s) attached  Yes  No

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

Name: Joanne Ceballos, Esquire

Internal Address: Potter Anderson & Corroon LLP

Hercules Plaza, 6th Floor

P.O. Box 951

Street Address: 1313 N. Market Street

City: Wilmington State: DE Zip: 19899

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Joanne Ceballos, Esquire

Name of Person Signing

*Joanne Ceballos*  
Signature

July 25, 2003

Date

Total number of pages including cover sheet, attachments, and document: 17

08/01/2003 ECDPER 0000144 501447 0830261

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

01 FC:6521 40.00 BA  
PA&C 593519

TRADEMARK  
REEL: 002793 FRAME: 0295

## 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. 01226033535  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires November 22, 2001

0

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**Schedule A - Trademarks**

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		

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	13JE2007
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



PROTOKOLLAT FRA DEN EKSTRAORDINÆRE GENERALFORSAMLING I HERCULES COPENHAGEN ApS  
UNDER NAVNEÆNDRING TIL CP KELCO ApS

\*

MINUTES OF EXTRAORDINARY GENERAL ASSEMBLY OF HERCULES COPENHAGEN ApS UNDER  
CHANGE OF NAME TO CP KELCO ApS

En ekstraordinær generalforsamling blev afholdt den 28. september 2000, kl. 15<sup>30</sup> i Hercules Copenhagen ApS under navneændring til CP Kelco ApS, CVR Nr. 21 21 02 85 på advokatfirmaet Kromann Reumerts kontor, København.

Repræsenteret på generalforsamlingen var Selskabets anpartshavere, Hercules Investment ApS og Lehman FG Newco, Inc. samt selskabets ledelse ved Daniël Broekhuizen, Henrik Thouber henholdsvis Per Birk-Sørensen.

Christian Lundgren blev valgt som dirigent for mødet. Dirigenten konstaterede at generalforsamlingen var rettidig og lovligt indkaldt, samt at generalforsamlingen havde det tilstrækkelige quorum til at kunne tage beslutninger af enhver art.

On September 28, 2000, 3:30 PM, an Extraordinary General Assembly was held in Hercules Copenhagen ApS under change of name to CP Kelco ApS, CVR. No. 21 21 02 85 on the premises of Kromann Reumert, lawfirm, Copenhagen.

The sole shareholders of the Company, Hercules Investment ApS and Lehman FG Newco, Inc., and the board of directors of the Company were represented by Daniël Broekhuizen, Henrik Thouber and Per Birk-Sørensen, respectively.

Christian Lundgren was elected as chairman of the meeting. The chairman ascertained that due notice of the General Assembly had been given and that the General Assembly was legal and formed a quorum for dealing with any matter.

Dagsordenen var som følger:

1. Forslag om at forhøje Selskabets anpartskapital ved kontant indskud.
2. Eventuelt.

Ad. 1:

Det blev foreslået at forhøje Selskabets anpartskapital med nominelt kr. 32.000.000 til kr. 95.753.000 ved kontant indskud.

Forslaget var som følger, jvf. Anpartsselskabslovens § 38:

- Anpartskapitalen forhøjes med nominelt kr. 32.000.000, som er det mindste og højeste beløb hvormed kapitalen forhøjes. Samtlige anparter tegnes af Lehman FG Newco, Inc.
- Anparternes nominelle størrelse er kr. 1.000 eller multipla heraf.
- Anparterne indbetales i form kontant betaling af USD 271.849.999 med Nationalbankens

The agenda was as follows:

1. Proposal to increase the capital of the Company by cash contribution.
2. Other matters.

Ad. 1:

It was proposed to increase the share capital of the Company with nominal DKK 32,000,000 to a total of DKK 95,753,000 by cash contribution.

The proposal was as follows, cf. Section 38 of the Private Companies Act:

- The share capital of the Company is increased with nominal DKK 32,000,000 which is the minimum and the maximum amount with which the share capital shall be increased. All the new shares shall be subscribed by Lehman FG Newco Inc.
- The shares are divided upon shares of DKK 1,000 or multiples thereof.
- The shares are issued in consideration of cash payment of USD 271,849,999 with

officielle kurs den 27. september 2000 (kurs 842,49), svarende til en tegningskurs på kr. 7.157,2158 og til en samlet indbetaling på kr. 2.290.309.056 .

- De nye anparter skal lyde på navn og kan ikke udstedes som ihændebarer-papirer. De nye anparter kan ikke overdrages til tredjemand uden samtykke dertil fra Selskabets bestyrelse.
- Tegning af nye anparter skal ske samtidig med afholdelsen af denne ekstraordinære generalforsamling ved at Lehman FG Newco Inc. kontant indbetaler USD 271.849.999 i Selskabet.
- De nye anparter skal have samme rettigheder og forpligtelser som de eksisterende anparter i Selskabet, og skal være berettiget til dividende fra tegnings-/ betalingstidspunktet.
- Omkostningerne i forbindelse med kapitalforhøjelsen, hvilke skal betales af Selskabet anslåes at udgøre kr. 25.000.

the Danish National Bank's official exchange rate on September 27, 2000 (exchange rate 842.49) equal to a subscription price of DKK 7,157.2158 and a total payment in DKK 2,290,309,056.

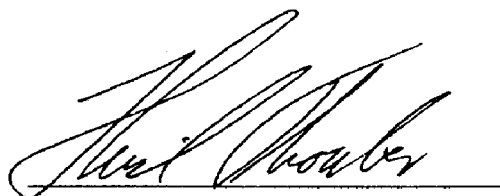
- The shares shall be issued on name and cannot be transferred to the bearer. The shares cannot be transferred without the consent of the board of directors of the Company.
- Subscription of the shares shall take place at the same time that the General Assembly is held by way of Lehman FG Newco Inc. paying in cash USD 271,849,999 to the Company.
- The new shares shall rank pari-passu with the existing shares in the company and shall contain right to receive dividend as from the time of subscription and payment.
- The approximate costs connected with the increase of the share capital which shall be paid by the Company amounts to DKK 25,000.

- Anpartshaveren skal noteres i Selskabets anpartshaverbog.

- The shareholders shall be noted in the share ledger of the Company.

Forslaget blev enstemmigt vedtaget med samtlige stemmer. I overensstemmelse med denne beslutning tegnede Lehman FG Newco, Inc. nye anparter for nominelt kr. 32.000.000 til kurs 7.157,2158 svarende til i alt kr. 2.290.309.056:

The proposal was adopted unanimously and with all votes. In accordance therewith, Lehman FG Newco, Inc. subscribed nominal DKK 32,000,000 shares in the Company at a subscription price of DKK 7,157.2158 equal to a total subscribed amount including the premium of DKK 2,290,309,056:



På vegne af / On behalf of Lehman FG Newco., Inc.

*I henhold til fuldmagt /  
According to power of attorney*

Der forelå på generalforsamlingen bekræftelse fra Citibank, USA på, at tegningsbeløbet, USD 271.849.999, var blevet indbetalt til Selskabets konto (kontonr. 3044 2264).

At the General Assembly documentation was produced evidencing that the subscription amount, USD 271,849,999, had been paid to the Company's account (account no. 3044 2264).

Som følge deraf ændres § 3 (l) i Selskabets vedtægter som følger:

In consequence thereof, Section 3(l) of the Articles of Association of the Company was amended as follows.

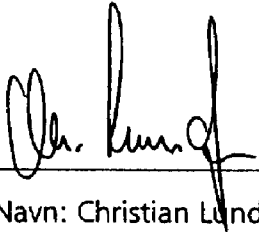
“Selskabets anpartskapital udgør kr. 95.753.000.”

“The capital of the Company is DKK 95,753,000.”

Henrik Thouber, Søren Johansen og Christian Lundgren blev af generalforsamlingen bemyndiget til at anmelde det således vedtagne til Erhvervs- og Selskabsstyrelsen og til at foretage sådanne ændringer i det vedtagne samt foretage sådanne handlinger som måtte kræves, for at de på generalforsamlingen vedtagne ændringer kan blive registreret i Erhvervs- og Selskabsstyrelsen.

Da der i øvrigt ikke forelå emner til behandling på generalforsamlingen, hævede dirigenten generalforsamlingen.

Som dirigent



Navn: Christian Lundgren

Titel: Advokat

The General Assembly authorised Henrik Thouber, Søren Johansen and Christian Lundgren to file the application to the Danish Commerce and Company's Agency of the resolutions passed and to make any adjustments to the documents in question which might be demanded or proposed by the agency in order to register the resolutions passed.

Since no other matters had been presented to the General Assembly to be dealt with, the chairman closed .

18/04-01  
Pro Veritas Copiae  
Fotokopiens rigtighed bekræftes  
Certified Copy



Selskabsstyrelsen  
Erhvervsministeriet

CVR-NR 21210285

UDSKREVET: 25.01.2001  
SIDE 1

SAMMENSKREVET RESUME

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SELSKABSNAVN:  
CP KELCO ApS  
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Seneste registrering: 25.01.2001      Stiftelses- dato: 01.07.1998

Seneste vedtægtsdato: 28.09.2000

Binavne: HERCOFOOD EUROPE ApS (CP KELCO ApS)  
KEDEA ApS (CP KELCO ApS)  
OCEANCHEM INTERNATIONAL ApS (CP KELCO ApS)  
GENU COPENHAGEN ApS (CP KELCO ApS)  
ApS KØBENHAVNS PEKTINFABRIK (CP KELCO ApS)

Hjemsteds-  
adresse: c/o Hercules Copenhagen A/S  
Ved Banen 16  
4623 Ll.Skensved

Hjemsteds-  
kommune: Køge

Formål: Selskabets formål er industri og handel, primært inden for den kemiske industri.

Anparts-  
kapital: Kr. 50.053.000,00

Stiftere: VICH 4700 ApS  
Rosenborggade 3  
1130 København K

Bestyrelse: Harry J Tucci  
formand  
220, Slonaker Road  
Spring City, PA 19475  
USA

Leslie John Fabuss  
36, Burnham Place  
Manhasset  
NY 11030  
USA



CVR-NR 21210285

UDSKREVET: 25.01.2001  
SIDE 2

SAMMENSKREVET RESUME

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SELSKABSNAVN:

CP KELCO ApS  
-----

Alberto Finali  
35 West 90th Street  
Penthouse Apartment A  
New York, NY 10024  
USA

Israel Floyd Jr  
5, Blueberry Court  
Ramsey Ridge  
Hockessin, DE 19707  
USA

George MacKenzie Jr  
360 High Ridge Road  
Chadds Ford PA 19317  
USA

Michael Francis Mc Keever  
22, Perkins Road  
CT 06830 Greenwich  
USA

Alan H Washkowitz  
10, Gracie Square, Apt. 6A  
New York, NY 10028  
USA

Direktion:

Direktør Per Birk-Sørensen  
Næb Alle 1  
4720 Præstø

CFO Management Jerome P Hunter  
103 Misty Way  
Hockessin, Delaware 19707  
USA

Charles Alvin Oswald  
130, Waterview Drive  
PA 19343 Glenmore  
USA

Harry J Tucci  
220, Slonaker Road  
Spring City, PA 19475  
USA



CVR-NR 21210285

UDSKREVET: 25.01.2001  
SIDE 3

SAMMENSKREVET RESUME

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SELSKABSNAVN:

CP KELCO ApS  
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Tegningsregel: Selskabet tegnes af den samlede bestyrelse eller af  
et medlem af direktionen

Selskabs-  
revisor:

ERNST & YOUNG STATS-AUTORISERET REVISIONSAKTIESELSKAB  
Tagensvej 86  
2200 København N

Regnskabsår: 01.01 - 31.12

Første regnskabsperiode: 01.07.1998 - 31.12.1999

Den juridiske enhed var tidligere registreret  
under registreringsnummer ApS249089.

Registrering er sket.  
Udskriftens rigtighed bekræftes.

Der findes verserende anmeldelse.

Pia Jensen



**CERTIFICATE OF EXPRESS MAILING UNDER 37 CFR §1.10**

I, Darcy White, hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail in an envelope having Express Mail No. EL 810959981 US addressed to: Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513 on JUNE 25, 2003.

Darcy White  
Signature

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE  
TRADEMARK TRIAL AND APPEAL BOARD**

On behalf of: CP Kelco ApS

In the matter of: Mantra Medical, Inc. (Applicant)

For the mark: GENU

Serial No.: 78/125,876

Filing date of Applicant's Mark: May 2, 2002

Published in the Official Gazette on: May 27, 2003 (Page TM 229)

Box TTAB No Fee  
Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

CP Kelco Inc., USA, a Delaware corporation and Robert P. O'Flynn O'Brien both having a postal address of 1313 North Market Street, Hercules Plaza-Third Floor, Wilmington, DE 19801 are hereby designated by CP Kelco ApS a private Danish corporation having a place of business at Ven Banen 16, Lille Skensved DK-4623 Denmark, as its representative upon whom notice or process in this proceeding may be served.

Robert P. O'Flynn O'Brien  
Robert P. O'Flynn O'Brien

6-25-03  
(Date of signature)

V.P. Intellectual Property  
(Identification of person signing)  
589320v1

# POTTER ANDERSON & CORROON LLP

1313 NORTH MARKET STREET  
P.O. BOX 951  
WILMINGTON, DELAWARE 19899-0951

302 984-6000  
302 658-1192 FAX  
www.potteranderson.com

Joanne Ceballos  
302 984-6143  
302 658-1192 FAX  
jceballos@potteranderson.com

July 25, 2003

VIA U.S. MAIL

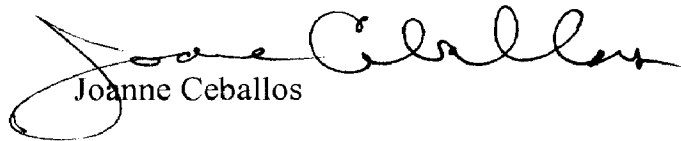
Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

Re: Assignment of Trademark Registration No. 0830261  
from Hercules Incorporated to CP Kelco ApS

Dear Director:

Please find enclosed a Recordation Form Cover Sheet and attached documents for purposes of recording the assignment of Trademark Registration No. 0830261 for the mark GENU from Hercules Incorporated to CP Kelco ApS. Please charge the applicable fee to Deposit Account 501447. A duplicate copy of the Recordation Form Cover Sheet is enclosed for the deposit charge account transaction. Also enclosed is a receipt card.

Respectfully submitted,

  
Joanne Ceballos

Enclosures

cc: Robert O'Flynn O'Brien, Esquire (via hand delivery)(w/encs.)  
Thomas R. Mancini, Esquire (w/encs.)