

8/29/03

09-25-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings

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

1. Name of conveying party(ies): Genencor International, Inc.
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State - Delaware
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Metabolife International, Inc.
Internal Address:
Street Address: 5643 Copley Drive
City: San Diego State: CA Zip: 92111-7903
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State California
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: August 1, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,466,826
Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John L. Haller
Internal Address: Brown, Martin, Haller & McClain
Street Address: 1660 Union Street
City: San Diego State: CA Zip: 92101

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.
John L. Haller
Name of Person Signing Signature Date 8/29/03
Total number of pages including cover sheet, attachments, and document: 4

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



09-02-2003

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #66

TRADEMARK REEL: 002830 FRAME: 0001

AGREEMENT

This Agreement executed as of August 1, _____, 2003 (the "Effective Date") is between **GENENCOR INTERNATIONAL, INC.**, a Delaware corporation having a place of business at 925 Page Mill Road, Palo Alto, CA 94304, and its successors and assigns ("Genencor") and **METABOLIFE INTERNATIONAL, INC.**, a California corporation having an office and place of business at 5643 Copley Drive, San Diego, California 92111-7903, its successors and assigns. Metabolife ("Metabolife") and Genencor hereby agree as follows:

1. BACKGROUND

1.1 Genencor is the owner of certain common law and United States registered trademark rights for the mark STARCH BUSTERS for use in connection with enzymes used in the carbohydrate industry including Federal Trademark Registration No. 1,466,826 (herein the "Assigned Trademark Rights" unless stated otherwise).

1.2 Metabolife wishes to acquire the Assigned Trademark Rights by assignment and Genencor wishes to assign to Metabolife, Genencor's entire right, title, and interest in the Assigned Trademark Rights.

2. ASSIGNMENT

2.1 Genencor, for good and valuable consideration, receipt of which is hereby acknowledged, has assigned, sold and transferred to and does hereby sell, assign and transfer to Metabolife (as evidenced by the Assignment attached hereto as Exhibit A): (1) the entire right, title and interest in the Assigned Trademark Rights, together with the goodwill associated with the Assigned Trademark Rights.

2.2 Genencor agrees to execute and to deliver upon request of Metabolife, at its expense, such additional documents (including powers of attorney as necessary), if any, as are necessary to give full effect to and to perfect the rights of Metabolife under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary.

3. CONSIDERATION

3.1 As full and complete consideration for Genencor's assignment to Metabolife pursuant to Section 2.1 hereof, Metabolife agrees to pay to Genencor the nonrefundable sum of Twenty-Five Thousand Dollars (US\$25,000.00) within ten (10) days of the complete execution of this document.

AGREE/Metabolife agmt-assign

4. REPRESENTATIONS, WARRANTIES AND LIABILITIES

4.1 Genencor warrants that it owns title to the Assigned Trademark Rights and has the right to enter into this Agreement.

4.2 Genencor warrants that the U.S. Federal Trademark Registration No. 1,466,826 is in good standing.

4.3 Genencor warrants that, to the best of its knowledge as of the date of execution hereof, there are no pending legal actions challenging the validity of the Assigned Trademark Rights and that the Assigned Trademark Rights are assigned free and clear of any encumbrances. Furthermore, Genencor represents and warrants that pursuant to the Stock Purchase Agreement between Corn Products International, Inc. and Genencor (dated January 31, 2002, with a closing date of February 5, 2003) regarding the sale of Corn Product International's wholly owned subsidiary Enzyme Bio-Systems and related assets including the Assigned Trademark Rights, Corn Products International has warranted to Genencor that, as of the closing date of that Agreement, there are no pending legal actions challenging the validity of the Assigned Trademark Rights and that the Assigned Trademark Rights were assigned to Genencor free and clear of any encumbrances.

4.4 Genencor warrants that it has maintained a current and active interest in the reintroduction of the STARCH BUSTER products and that any non-use is lawfully excusable, insofar as Genencor has taken those steps necessary to maintain the trademark in view of its interest in the continued use of its trademark in connection with enzymatic starch inhibiting products.

4.5 Genencor warrants that it has no information which would indicate that anyone is improperly using the STARCH BUSTER trademark, including any of its predecessors-in-interest.

4.6 Genencor will not use the STARCH BUSTER mark or any confusingly similar mark on or in connection with any goods including those in the registration, following this transfer.

5. METABOLIFE'S AND GENENCOR'S FUTURE RESPONSIBILITIES

5.1 Genencor agrees that, upon execution of this Agreement, that Genencor shall transfer to Metabolife copies of any trademark prosecution files therefore in Genencor's possession.

6. MISCELLANEOUS

6.1 This Agreement constitutes the entire agreement of the Parties with respect to the subject matter herein, and supersedes any and all prior negotiations, written or oral, of the Parties with respect to such subject matter.

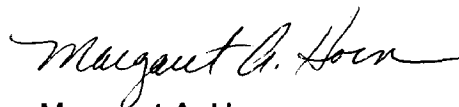
AGREE/Metabolife agmt-assign

6.2 This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California, and the Parties hereby submit to the exclusive jurisdiction of the California courts, both state and federal.

6.3 This Agreement shall be binding upon, and inure to the benefit of, the Parties, their legal representatives, affiliates, successors and assigns.

6.4 Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

GENENCOR INTERNATIONAL, INC. (ASSIGNOR)

By: 

Name: Margaret A. Horn

Title: Vice President, Assistant General Counsel

Date: 19 June 2003

METABOLIFE INTERNATIONAL, INC. (ASSIGNEE)

By: 

Name: Garry T. Pay

Title: Vice President, General Counsel

Date: August 1, 2003

Exhibit A

ASSIGNMENT

WHEREAS, **GENENCOR INTERNATIONAL, INC.**, a Delaware corporation, having a principal place of business at 925 Page Mill Road, Palo Alto, California 94304, is the owner of the following mark which is registered in the U.S. Patent and Trademark Office:

"STARCH BUSTERS" Registration No. 1,466,826
Dated: December 1, 1987

WHEREAS, **METABOLIFE INTERNATIONAL, INC.**, a California corporation, having a principal place of business at 5070 Santa Fe Street, San Diego, California 92109, is desirous of acquiring said trademark and the registration thereof.

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **Genencor International, Inc.** hereby assigns, transfers and sets over unto **Metabolife International, Inc.**, a California corporation, all right, title and interest in and to said marks, together with the goodwill of the business in connection with which the mark is used.

Signed at Palo Alto, CA, this 19th day
of June, 2003.

✓ **GENENCOR INTERNATIONAL, INC.**

By: Margaret A. Horn
Margaret A. Horn
Vice President
Title: Assistant General Counsel

AGREE/Metabolife agmt-assign