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06-29-2004

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102778769

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

1. Name of conveying party(ies):
Rhodia Food UK Limited

 Individuals Association
 General Partnership - Limited Partnership
 Corporation-State -
 Other - a private limited company registered under the laws of England and Wales
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Danisco (UK) Limited
Internal Address: _____
Street Address: Denington Road, Wellingborough
City: Northamptonshire Country: England ZIP: NN8 2QL
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other a private limited company registered under the laws of England and Wales

3. Nature of conveyance:

 Assignment Merger
 Security Interest Change of Name
 Other
Execution Date: June 1, 2004

Trademark Registration No.(s)
1580910, 1580911, 2219905 and 1584190
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Elizabeth A. Nunn, Senior Legal Assistant
Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 4
7. Total fee (37 CFR 3.41): \$115.00
x Enclosed
x Authorized to be charged to deposit account
8. Deposit account number:
23-1705 (in event of deficiency)
(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.
Elizabeth A. Nunn Signature June 23, 2004 Date
Name of Person Signing
Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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02 FC:8522 75.00 OP

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TRADEMARK
REEL: 002999 FRAME: 0068

RHODIA FOOD UK LIMITED

AND

DANISCO (UK) LTD

TRADE MARK ASSIGNMENT

dated *1 June* 2004

THIS ASSIGNMENT is made on 1 June 2004 (this "Assignment")

BETWEEN:

- (1) **RHODIA FOOD UK LIMITED** (registered number 03739422) with its registered office at Oak House, Reeds Crescent, Watford, Hertfordshire, WD24 4QP (the "Assignor"); and
- (2) **DANISCO (UK) LTD** (registered number 00289267) with its registered office at Denington Road, Wellingborough, Northamptonshire NN8 2QJ (the "Assignee").

THE PARTIES AGREE as follows:

1 DEFINITIONS

1.1 In this Assignment:

"Trade Marks" means trade marks and trade marks registrations listed in the schedule to this Assignment;

"Sale and Purchase Agreement" means the agreement dated 10th March, 2004 and made between Rhodia SA and Danisco A/S under which Rhodia SA agreed, *inter alia*, to procure the assignment certain trade mark registrations and trade mark applications to Danisco A/S or any company nominated by Danisco A/S.

2 ASSIGNMENT

2.1 For the consideration of one pound (£1) (receipt of which is hereby acknowledged) and subject to the encumbrances specified in the Sale and Purchase Agreement, the Assignor hereby assigns and transfers to the Assignee absolutely with full title guarantee all of its right, title and interest in the Trade Marks and (in each case) all legal rights (including any unregistered and common law rights in any part of the world) and immunities (howsoever derived) attaching thereto, and including but not limited to

2.1.1 all the goodwill of the Assignor's business connected with the use of symbolized by, or attaching to the Trade Marks; and

2.1.2 the right to sue for and to recover damages or other remedies in respect of any infringement of the Trade Marks or for passing off or any other similar cause of action in any jurisdiction which may have occurred before the date of this Assignment; and

2.1.3 the right to pursue or to terminate any pending applications for trade mark registration, or to apply for trade mark registration in the future in respect of trade marks the same as or similar to the Trade Marks.

3 FURTHER ASSURANCE/ASSISTANCE

3.1 The Assignee shall be responsible at its own cost and expense for recording the assignments made under clause 2 above. The Assignor shall, at the request of the

Assignee in writing and at the Assignee's expense, do and execute or arrange for the doing and executing of, each necessary act, document and thing reasonably necessary to implement the assignment provided for in this Assignment.

- 3.2 The Assignor shall make available to the Assignee as soon as practicable after the date of this Assignment all files held by the Assignor relating to the applications for, prosecution of and renewal and maintenance of the Trade Marks, and shall at the written request of the Assignee request that any trade mark agent or attorney acting for the Assignor makes available to the Assignee any such files held by the trade mark agent or attorney on behalf of the Assignor
- 3.3 The Assignor shall at the reasonable request of the Assignee and at the Assignee's expense co-operate with or assist the Assignee in connection with the conduct of any proceeding or other action taken in connection with any infringement or suspected infringement of the Trade Marks or to enforce any unregistered or common law rights assigned under clause 2 above provided that the Assignor shall not be joined as a party to any such proceeding or action unless (and only to the extent that) such joining is necessary to give effect to the rights transferred to the Assignee hereunder and provided further that if the Assignor is so joined the Assignee hereby indemnifies the Assignor against all costs, claims, damages and liabilities (including reasonable legal costs) incurred by the Assignor in the course of any such proceeding or action.

4 NOTICES

The terms and conditions regarding notice contained within the Sale and Purchase Agreement shall apply, *mutatis mutandis*, to any notice give pursuant to this Assignment.

5 GENERAL

This Assignment may be executed in one or more counterparts each of which, when executed, shall constitute an original and all of which together shall constitute one and the same instrument.

6 GOVERNING LAW AND JURISDICTION

- 6.1 This Assignment and all matters arising out of or in connection with it are governed by English law.
- 6.2 Any disputes arising out of, or in connection with, this Assignment shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration place shall be Paris and the arbitration shall be conducted in the English language (provided that documentary evidence in French shall be admissible without translation into English).

7 THIRD PARTY RIGHTS

A person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under this Assignment.

This Assignment has been signed on behalf of the parties by their duly authorised representatives on the date which appears at the beginning of this Assignment.

SIGNED by

Signature *A. J. Steel*

Name *A. J. STEEL.*

Director

FOR RHODIA FOOD UK LIMITED

SIGNED by

Signature

Name

Director

FOR DANISCO (UK) LTD

This Assignment has been signed on behalf of the parties by their duly authorised representatives on the date which appears at the beginning of this Assignment.

SIGNED by

Signature

Name

Director

FOR RHODIA FOOD UK LIMITED

SIGNED by

Signature 

Name MARC MAEDI

Director

FOR DANISCO (UK) LTD

AMERICA

UNITED KINGDOM

RENNZYME

UNITED STATES OF AMERICA

SAVORASE

05/DEC/1988

UNITED KINGDOM

SAVORASE

05/NOV/1986

AUSTRALIA

SAVORASE

14/NOV/1988

UNITED KINGDOM

ENZYME LOGO

26/MARS/1996