

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Central Soya Company, Inc.		03/31/2003	CORPORATION: INDIANA

**RECEIVING PARTY DATA**

Name:	E. I. du Pont de Nemours and Company
Street Address:	1007 Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19898
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78042080	ALPHA
Registration Number:	1942362	CENPRO
Registration Number:	0954572	CENTEX
Registration Number:	1070715	PROCON
Registration Number:	645209	PROMINE
Registration Number:	1364785	PROFINE
Registration Number:	1051402	RESPONSE

**CORRESPONDENCE DATA**

Fax Number: (302)892-0699  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 302-992-4929  
 Email: Michael.Slater@usa.dupont.com  
 Correspondent Name: Michael F. Slater  
 Address Line 1: 4417 Lancaster Pike  
 Address Line 2: DuPont Legal-BMP 25/2177

CH \$190.00 78042080

Address Line 4: Wilmington, DELAWARE 19805

NAME OF SUBMITTER:

Michael F. Slater

Signature:

/Michael F. Slater/

Date:

10/21/2005

**Total Attachments: 15**

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## PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

THIS PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 1<sup>st</sup> day of April, 2003 by and between Central Soya Company, Inc., an Indiana corporation ("Central Soya"), and Solae Holdings LLC, a Delaware limited liability company ("Solae"). This Agreement is made pursuant to the terms of that certain Contribution Agreement dated as of March 31, 2003 by and between Central Soya and Solae (the "Contribution Agreement"). Capitalized terms not defined where they appear in the text of this Agreement are defined in Article I hereof. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contribution Agreement.

### RECITALS

WHEREAS, the Contribution Agreement provides for the conveyance of certain assets, rights and properties of Central Soya to Solae; and

WHEREAS, pursuant to the Contribution Agreement, Central Soya has agreed to assign its right, title and interest in certain patents, patent applications, trademarks and trademark applications, relating exclusively to the Business, to Solae upon the terms and conditions set forth below and in the Contribution Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained and contained in the Contribution Agreement, the receipt and sufficiency of which is acknowledged, Central Soya and Solae agree as follows:

### ARTICLE I

#### DEFINITIONS

##### Section 1.01 Definitions.

As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"*Central Soya Proprietary Property*" shall mean, without limitation, proprietary property rights of Central Soya, including (a) unpublished patent applications and (b) any inventions, improvements and/or discoveries that may or may not be legally protectable, including all know-how, trade secrets, research plans and priorities, research results and related reports, statistical models and computer programs and related reports, and market interests and product ideas that are necessary to own, operate or use the Contributed Assets as currently owned, operated and used by Central Soya.

*"Member"* shall have the meaning set forth in Section 1.1 of the Amended and Restated Limited Liability Company Agreement of Solae Holdings LLC, dated as of March 31, 2003, by and among E.I. du Pont de Nemours and Company, Central Soya and Solae.

*"Patents"* shall mean (a) the patents and patent applications listed in Exhibit A attached hereto and made a part hereof; (b) any continuations, continuations-in-part or divisionals of (a); (c) any extension, renewal, reexamination or reissue of a patent identified in (a) or (b); and (d) all foreign equivalents of (a), (b) or (c).

*"Trademarks"* shall mean the registered trademarks and applications therefor listed in Exhibit B attached hereto and made a part hereof, and all goodwill associated therewith.

## ARTICLE II

### ASSIGNMENT

#### Section 2.01 Assignment of Patents, Trademarks and Proprietary Property.

Subject to the terms and conditions of this Agreement and the Contribution Agreement, and in accordance with the Contribution Agreement, Central Soya hereby assigns and transfers to Solae, and Solae hereby accepts and assumes from Central Soya, subject to Sections 2.02 and 2.03 hereof, the exclusive entire right, title and interest of Central Soya in and to the Patents, Trademarks and Central Soya Proprietary Property.

#### Section 2.02 Recording of Assignment.

Solae shall be responsible, at its own expense, for the preparation, legalization and recording of any documents and the obtaining of any third-party or governmental approvals or consents not required to be obtained by Central Soya under the Contribution Agreement which may be necessary to effect and record the assignment or transfer of any of the Patents and Trademarks to Solae, and Central Soya hereby appoints Solae as Central Soya's attorney-in-fact, irrevocably and coupled with an interest, to execute, acknowledge, deliver and record any documents or instruments necessary to effect such assignment or transfer.

#### Section 2.03 Delivery of Patents and Trademarks.

Central Soya will use all reasonable efforts to physically deliver one set of the Patents and Trademarks to Solae within thirty (30) days after the Effective Time.

### ARTICLE III

#### MISCELLANEOUS PROVISIONS

##### Section 3.01 Governing Law.

The laws of the State of Delaware, without application of the conflicts of laws principles thereof, shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

##### Section 3.02 Notices.

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered, given, and received for all purposes (i) if delivered personally to the party or to an officer of the party to whom the same is directed, or (ii) when the same is actually received, if sent by a nationally recognized overnight delivery service or by registered or certified mail, postage and charges prepaid, or by facsimile, if such facsimile is followed by a hard copy of the facsimile communication sent promptly thereafter by a nationally recognized overnight delivery service or by registered or certified mail, postage and charges prepaid, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Central Soya:

Central Soya Company, Inc.  
c/o Bunge Management Services  
50 Main Street, 6<sup>th</sup> Floor  
White Plains, NY 10606  
Attention: Drew Burke  
Facsimile: (914) 684-3417

With a copy to:

Legal Department  
Bunge Management Services  
50 Main Street, 6<sup>th</sup> Floor  
White Plains, NY 10606  
Facsimile: (914) 684-3417

If to Solae:

Solae Holdings LLC  
1034 Danforth Drive  
St. Louis, MO 63102

Section 3.03 Entire Agreement.

This Agreement including the Exhibits hereto, together with the Contribution Agreement, constitute the entire agreement between the parties hereto and contain all the agreements of such parties with respect to the subject matter hereof and thereof. This Agreement supercedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

Section 3.04 Waiver.

Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived by the other party; provided, however, that any such waiver may be made only by a written instrument signed by the party granting such waiver and provided, further, that such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 3.05 Third Party Beneficiaries.

Each Member of Solae (other than Central Soya or its transferees) shall be a third party beneficiary of this Agreement and shall be entitled to the benefits of Solae set forth herein. Except as expressly provided herein, nothing in this Agreement is intended or shall be construed to confer upon any Person, other than the parties hereto and their respective successors and permitted assigns, any rights, remedy or claim under or by reason of this Agreement or any provision contained herein.

Section 3.06 Amendment and Modification.

This Agreement may be amended, modified or supplemented only by a written agreement of each of the parties hereto.

Section 3.07 Successors and Assigns and Assignment.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, that neither this Agreement nor any of the rights hereunder may be assigned by either of the parties hereto without the prior written consent of the other party.

Section 3.08 Inconsistency or Conflict.

In the event of any inconsistency or conflict between any provision of this Agreement and any provision of the Contribution Agreement, the provision of the Contribution Agreement shall govern.

Section 3.09 Headings.

The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 3.10 Further Assurances.

From time to time, at the request of Solae and without further consideration, Central Soya, at its own expense, will execute and deliver such other documents, and take such other action, as Solae reasonably may request in order to consummate more effectively the assignment of, and to vest in Solae, Central Soya's entire rights, title and interest in and to the Patents, Patent Applications and Trademarks.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Patents and Trademarks Agreement as of the day and year first above written.

CENTRAL SOYA COMPANY, INC.

By: Terrence E. Quinlan  
Name: TERRENCE E. QUINLAN  
Title: VICE PRESIDENT

SOLAE HOLDINGS LLC

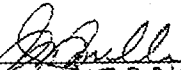
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Patents and Trademarks Agreement as of the day and year first above written.

CENTRAL SOYA COMPANY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SOLAE HOLDINGS LLC

By:   
Name: Joseph M. Fanelli  
Title: Authorized Signatory / manager

Patent and Trademark Assignment Agreement



EXHIBIT A

U.S. PATENTS

Title	Patent Number	Issue Date
Process for Making Soy Protein Concentrate	5,097,017	03/17/92
Method of Making Soybean Bowman-Birk Inhibitor Concentrate and Use of Same as a Human Cancer Preventative and Therapy	5,217,717*	06/08/93
Bowman-Birk Inhibitor Product for Use as An Anticarcinogenesis Agent	5,338,547*	08/16/94
Method of Inhibiting Radiation Induced Weight and Hair Loss	5,376,373*	12/27/94
Bowman-Birk Inhibitor Concentrate Compositions and Methods for the Treatment of Pre-Malignant Tissue	5,505,946*	04/09/96
Soy Isoflavone Concentrate Process and Product	6,228,993	05/08/01
Soy Isoflavone Concentrate Process and Product	6,320,028	11/20/01
Soy Isoflavone Concentrate Process and Product	6,369,200	04/09/02

\* These patents are co-owned with the University of Pennsylvania.

**EXHIBIT A (Continued)**

**U.S. PATENT APPLICATIONS**

Title	Serial Number	Application Date
Soy Protein Product and Process for Its Manufacture	09/930,733	08/15/01
High Protein, Bowman-Birk Inhibitor Concentrate and Process for Its Manufacture	10/196,778	07/17/02
Soy Protein Concentrate Having High Isoflavone Content and Process for Its Manufacture	10/118,764	04/09/02
Highly Soluble, High Molecular Weight Soy Protein	10/079,306	02/20/02
Gelling Vegetable Protein	10/050,432	01/15/02
Process for Lecithin De-Oiling	60/397,822*	07/23/02
Process for Producing an Isoflavone-Enriched Soy Protein Isolate and the Product Thereof	60/369,691*	04/03/02
Process for Producing High Solubility, Isoflavones-Depleted Soy Protein Material and the Products Thereof	60/378,618*	05/07/02
Soy Protein Concentrate with Low Non-Digestible Oligosaccharides and Process for Its Production	Not Assigned*	03/12/03
Method of Imparting High Water Dispersability to a Protein Product and the Product Thereof	60/376,788*	04/30/02
Textured Soy Breeding and Method of Improving Protein Credit in Food Portions	60/397,548*	07/22/02
Soy Isoflavone Concentrate Process and Product	60/420,916*	10/24/02
Bowman-Birk Inhibitor Concentrate Product and Process	60/421,354*	10/25/02
Soy Protein Concentrate with High Gel Strength and the Process for Making the Same	60/431,873*	12/09/02
Choline Fortification of Cereals	Not Assigned*	03/05/03
Soy Protein Meat Analog (Provisional Patent Application in Progress)		

\* These have been filed as provisional patent applications.

EXHIBIT A (Continued)

FOREIGN PATENTS

Title	Country	Patent Number	Issue Date
Method of Inhibiting Radiation Induced Weight and Hair Loss	Australia	674,403	04/22/97
Method of Inhibiting Radiation Induced Weight and Hair Loss	S. Korea	18776	06/01/99
Novel Bowman-Birk Inhibitor Product for Use as An Anticarcinogenesis Agent	EPO (entered regional phase in France, Great Britain, Germany, Ireland and Italy)	0695188*	06/06/01

\* This patent is co-owned with the University of Pennsylvania.

**EXHIBIT A (Continued)**

**FOREIGN PATENT APPLICATIONS**

Title	Serial Number	Application Date
Soy Protein Product and Process for Its Manufacture	PCT/US01/41730	08/15/01
High Protein, Bowman-Birk Inhibitor Concentrate and Process for Its Manufacture	PCT/US02/22741	07/17/02
Soy Protein Concentrate Having High Isoflavone Content and Process for Its Manufacture	PCT/US02/11140	04/09/02
Highly Soluble, High Molecular Weight Soy Protein	PCT/US02/04949	02/26/02
Gelling Vegetable Protein	PCT/US02/01072	01/15/02
Process for Lecithin De-Oiling	60/397,822*	07/23/02
Process for Producing an Isoflavone-Enriched Soy Protein Isolate and the Product Thereof		Application will be filed on or before 04/03/03
Soy Protein Concentrate with Low Non-Digestible Oligosaccharides and Process for Its Production	Not Assigned*	03/12/03

EXHIBIT B

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>
ACTIFLO	0783067	01-12-65	6
ACTIFLO	0783320	01-12-65	46
ACTISOY	2491386	09-18-01	29
BLENDMAX	1790011	08-31-93	1
CENPRO	1942362	12-19-95	29
CENTEX	0954572	03-06-73	46
CENTROBAKE	2002687	09-24-96	1
CENTROCAP	1112399	01-30-79	29
CENTROFLO	2507577	11-13-01	1
CENTROL	0768990	05-05-64	6
CENTROLENE	0698362	05-31-60	6
CENTROLEX	0692257	02-02-60	6
CENTROMIX	0692256	02-02-60	6
CENTROPHASE	1097080	07-25-78	1
CENTROPHIL	0692258	02-02-60	6
PROCON	1070715	08-02-77	30
PROFINE	1364785	10-08-85	31
PROMAX	0684520	09-01-59	46
PROMINE	0645209	05-07-57	46
PROMOCAF	0878318	10-07-69	46
PROMOSOY	0750268	05-28-63	46
RESPONSE	1051402	10-26-76	29
RG DESIGN	0649812	08-06-57	46
ROADKILL	2059589	05-06-97	4
SOYAFLUFF	0770049	05-19-64	46
SOYARICH	2186464	09-01-98	29

EXHIBIT B (Continued)

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Class</u>
ALPHA*	78/042,080	01/08/01	29

\* A Notice of Allowance was issued by the U.S. Patent and Trademark Office on January 21, 2003. To avoid abandonment of this application, a Statement of Use must be filed no later than July 21, 2003.

EXHIBIT B (Continued)

FOREIGN TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. No</u>	<u>Reg. Date</u>
JAPAN	AQUALIPID	31	2374044	13192
NORWAY	AQUALIPID	31	156587	51993
SOUTH KOREA	AQUALIPID	31	206331	120590
TAIWAN	AQUALIPID	29	494508	81690
THAILAND	AQUALIPID	31	OKOR106566	122789
AUSTRALIA	BLENDMAX	29	000A468870	71487
BENELUX	BLENDMAX	1	433488	72087
JAPAN	BLENDMAX	33	2643128	33194
NEW ZEALAND	BLENDMAX	29	173659	72387
SOUTH KOREA	BLENDMAX	5	165213	122488
AUSTRALIA	CENTROCAP	29	000A468868	71487
JAPAN	CENTROCAP	33	2233144	53190
BENELUX	CENTROL	529	57044	82771
CANADA	CENTROL	0	118981	72960
DENMARK	CENTROL	5	196100283	31861
ITALY	CENTROL	1	439611	80586
NEW ZEALAND	CENTROLENE	29	173661	121390
AUSTRALIA	CENTROLEX	29	000A468872	71487
BENELUX	CENTROLEX	1	433485	72087
CANADA	CENTROLEX	5	390693	112291
CHINA	CENTROLEX	29	1638774	92101
CHINA	CENTROLEX	30	1630848	90701
COMMUNITY TRADEMARK	CENTROLEX	15	534685	12599
FRANCE	CENTROLEX	1	1419306	72187
GERMANY	CENTROLEX	5	1121048	71487
HONG KONG	CENTROLEX	1	01073/1993	31893
HONG KONG	CENTROLEX	29	15918/2000	120500
ITALY	CENTROLEX	29	614710	123093
NEW ZEALAND	CENTROLEX	29	173663	110290
SPAIN	CENTROLEX	1	1206747	12290
SPAIN	CENTROLEX	29	1673991	121801
TAIWAN	CENTROLEX	29	419301	110188
TAIWAN	CENTROLEX	29	886901	31600
AUSTRALIA	CENTROMIX	29	000A468866	71487
BENELUX	CENTROMIX	1	433487	72087
GERMANY	CENTROPHASE	5	1121047	71487
VENEZUELA	CENTROPHASE	6	142445	30491
VENEZUELA	CENTROPHASE	46	142444	30491
JAPAN	HEXAGON SYMBOL	1	685488	13096
JAPAN	HEXAGON SYMBOL	29	4554783	32202

EXHIBIT B (Continued)

CANADA	MIRA-TEX	0		41576
AUSTRALIA	PROCON	29	335534	102182
CHINA	PROCON	30	138318	70580
HONG KONG	PROCON	30	00916/1980	71479
NEW ZEALAND	PROCON	30	128805	71379
POLAND	PROCON	29	000R-56850	90578
TAIWAN	PROCON	29	991062	31602
JAPAN	PROFINE	33	2374043	13192
MEXICO	PROFINE	31	471351	82694
PHILIPPINES	PROFINE	31	53050	72792
SOUTH KOREA	PROFINE	31	206330	120590
TAIWAN	PROFINE	29	494507	81690
THAILAND	PROFINE	31	0KOR106507	111099
MEXICO	PROMAX	29	454383	31594
ARGENTINA	PROMINE	29	1864110	31902
BENELUX	PROMINE	1	57042	82771
CANADA	PROMINE	0	146464	80566
CHILE	PROMINE	29	562948	52900
COLOMBIA	PROMINE	29	227568	61200
ITALY	PROMINE	30	567983	43066
JAPAN	PROMINE	33	1325091	30178
MEXICO	PROMINE	29	377473	11190
CANADA	PROMOSOY	0	151259	60967
CANADA	PROMOVEAL	0	399590	62692
ARGENTINA	RESPONSE	29	1821207	30901
CHILE	RESPONSE	29	562949	30200
CHINA	RESPONSE	29	1435841	82100
JAPAN	RESPONSE	33	1331652	41478
JAPAN	RESPONSE	32	1353792	103178
JAPAN	SOYA LECITHIN IN KATAKANA	1	577048	71061



EXHIBIT B (Continued)

FOREIGN TRADEMARK APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Class</u>	<u>Serial No.</u>
BRAZIL	PROMINE	29	822184516
BRAZIL	RESPONSE	29	822184508
CHINA	PROMINE	29	9900006969
COMMUNITY TRADEMARK	ALPHA	29	2403301
VENEZUELA	PROMINE	29	18740-1999