

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
Schouten Industries B.V.		04/27/2006	A company limited by shares having no stock certificates: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Acatris Specialities Holding B.V.		
Street Address:	12 Burgstraat		
City:	4283 GG Giessen		
State/Country:	NETHERLANDS		
Entity Type:	A company limited by shares having no stock certificates: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2073367	SOYLIFE	
CORRESPONDENCE DATA			
Fax Number:	(708)458-7300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	708-458-7200		
Email:	info@tmlawassociates.com		
Correspondent Name:	TMLAW Associates		
Address Line 1:	7646 West 63rd Street		
Address Line 4:	Summit, ILLINOIS 60501		
ATTORNEY DOCKET NUMBER:	SCHOUTEN INDUSTRIES B.V.		
DOMESTIC REPRESENTATIVE			
Name:	TMLAW Associates		
Address Line 1:	7646 West 63rd Street		
Address Line 4:	Summit, ILLINOIS 60501		

OP \$40.00 2073367

NAME OF SUBMITTER:	Laurel V. Dineff
Signature:	/laurelvdineff/
Date:	07/19/2006
Total Attachments: 3 source=Schouten Industries B.V. to Acatris(2)#page1.tif source=Consent Letter Schouten Industries#page1.tif source=Consent Letter Schouten Industries(2)#page1.tif	

Assignment

THIS ASSIGNMENT is made the 24 day of April, 2006 between Schouten Industries B.V., a Netherlands company limited by shares having no stock certificates with its principal place of business at 12 Burgstraat, 4283 GG Giessen, The Netherlands (The "Assignor") and Acatrix Specialities Holding B.V., a Netherlands company limited by shares having no stock certificates with its principal place of business at 12 Burgstraat, 4283 GG Giessen, The Netherlands ("Assignee").

WHEREAS, the Assignor is the owner of the trademarks listed in the Schedule contained herein and has adopted and used same in the United States; and

WHEREAS, the Assignee wishes to acquire all of the Assignor's right in and to the Trademarks and the good will associated therewith.

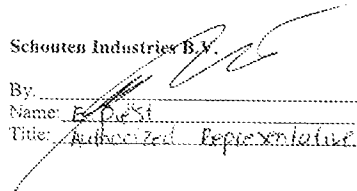
NOW THEREFORE, in consideration of the sum of Ten Dollars \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor assigns, transfers and conveys to the Assignee all rights, title and interests in and to the Trademarks and the registration thereof together with the good will of the business which is symbolized by the Trademarks and with the right to recover for damages and profits and all other remedies for past infringements thereof.

THE SCHEDULE

SOYLIFE

Registration # 2073367

Schouten Industries B.V.

By: 
Name: E. G. S.
Title: Authorized Representative

CONSENT LETTER



Date: 28 March 2006

1 Interpretation

We refer to the EUR 42,500,000 Senior Credit Facilities Agreement dated 22 June 2004 between Royal Schouten Group Holding B.V. and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., as amended and restated 23 December 2005 ("the Agreement"), and the Deed of Pledge of Intellectual Property Rights dated 22 June 2004 between Royal Schouten Group N.V., Schouten Products B.V. and Schouten Industries B.V., each as Pledgor, and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as Pledgee ("the Deed of Pledge").

Capitalised terms defined in the Deed of Pledge have the same meaning when used in this letter unless expressly defined in this letter.

2. Conditional Consent

- (a) The Pledgors have requested the Pledgee to approve of the transfer by Royal Schouten Group N.V., Schouten Products B.V. and Schouten Industries B.V. of the trade mark (*merkrecht*) "Soylife", limited to the following registrations:

Internationale merkregistratie nr. 745193 SOYLIFE
 Chileense merkregistratie nr. 343326 SOYLIFE
 Benelux merkregistraties nrs. 576563 en 663012 SOYLIFE
 Mexicaanse merkregistraties nrs. 657516 en 522153 SOYLIFE
 Amerikaanse merkregistraties nrs. 2705007 en 2073367 SOYLIFE
 Zuid Afrikaanse merkregistraties nrs. 2000/065255 en 2000/06259,

to Acatis Specialities Holding B.V., such transfer hereafter: "the Transfer".

- (b) Pursuant to the Deed of Pledge the Pledgee has a first right of pledge on the trade mark (*merkrecht*) "Soylife", including but not limited to the rights listed in Annex 1 to the Deed of Pledge. According to clause 5.2 of the Deed of Pledge, the Pledgors shall only after the prior written consent of the Pledgee transfer a Right.
- (c) The Pledgee consents to the Transfer, conditional upon Acatis Specialities Holding B.V. acknowledging the first right of pledge of the Pledgee pursuant to the Deed of Pledge. Such acknowledgement is evidenced by Acatis Specialities Holding B.V. countersigning this consent letter.

3 Miscellaneous

- (a) This letter is a Finance Document as defined in the Agreement.
- (b) Except as expressly waived by this letter, the Agreement and the Deed of Pledge continues in full force and effect.
- (c) This letter shall be governed by and construed in accordance with the laws governing the Deed of Pledge.


Rabobank



Kind regards,

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., as Pledgee

[Handwritten signature]

Agreed and Acknowledged

By: *[Signature]*
For Royal Schouten Group N.V., Schouten Products B.V. and Schouten Industries B.V.

Date:

Agreed and Acknowledged

By: *[Signature]*
For Acacia Specialities Holding B.V.

Date:

Rabobank