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
Archer Daniels Midland Company		01/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Caravan Ingredients Inc.
Street Address:	7905 Quivira Road
City:	Lenexa
State/Country:	KANSAS
Postal Code:	66215
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2018996	ARKADY
Registration Number:	1090676	BIOBLEND
Registration Number:	2800068	BREWLOID
Registration Number:	0776705	САМЕО
Registration Number:	1136363	CAMEO VELVET
Registration Number:	1771714	DO-QUICK
Registration Number:	1809416	ELASDO POWER
Registration Number:	0739126	EXTRAM
Registration Number:	2800067	FERMALOID
Registration Number:	0776263	GOLDEX
Registration Number:	1779109	LEMALTA FLAVOR
Registration Number:	2711346	MUFFIN KOTE
Registration Number:	1096360	MUFFIN KOTE
Registration Number:	1055228	PANAID

TRADEMARK
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Registration Number:	1783762	PANATEX
Registration Number:	1881739	PANIPLEX
Registration Number:	0146962	PANIPLUS
Registration Number:	1770305	PANISTAY
Registration Number:	1800965	PERMA-CLEAR
Registration Number:	2794402	SOFT CEL
Registration Number:	1094137	SOFT TOUCH
Registration Number:	2876300	TART-O-CREAM
Registration Number:	1524062	ULTRA FRESH
Registration Number:	1779111	VITALEX
Registration Number:	2808387	PANALITE
Registration Number:	0110246	ARKADY

CORRESPONDENCE DATA

Fax Number: (314)345-4704

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-241-9090

Email: amf@greensfelder.com
Correspondent Name: Harvey L. Yusman
Address Line 1: 10 S. Broadway

Address Line 2: 2000 Equitable Building

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	22116-022
NAME OF SUBMITTER:	Harvey L. Yusman
Signature:	/Harvey L. Yusman/
Date:	02/01/2007

Total Attachments: 3

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> TRADEMARK REEL: 003474 FRAME: 0811

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor: ARCHER DANIELS MIDLAND COMPANY

Assignee: CARAVAN INGREDIENTS INC

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into as of the 29th day of January, 2007, by and between ARCHER DANIELS MIDLAND COMPANY, a Delaware corporation with an office located at 4666 East Faries Parkway, Decatur, IL. 62526 ("Assignor"), and CARAVAN INGREDIENTS INC, a Georgia corporation with an office located at 7905 Quivira Road, Lenexa, Kansas 66215 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is a party to an Asset Purchase Agreement dated as of the date hereof (the "APA"), pursuant to which, among other things, Assignor agreed to sell, transfer and assign to Assignee certain assets utilized by Assignor in connection with its Arkady and Distilled Monoglycerides businesses ("Businesses"), including but not limited to all right, title and interest in and to all trademarks and service marks, the respective registrations issued thereon, all pending trademark and service mark applications and all registrations arising therefrom, together with that part of the goodwill of the Businesses associated with and symbolized by the trademarks and service marks (collectively, the "Marks");

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the Marks, comprised in part of the trademarks (collectively, the "Trademarks") and the respective United States registrations issued thereon (collectively, the "Registrations") as set forth on <u>Schedule A</u> attached hereto and by reference incorporated herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the APA:

WHEREAS, Assignor has made representations and warranties in the APA with respect to the assets being sold and transferred;

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Registrations together with that part of the goodwill of the Businesses in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Trademarks and the Registrations together with that part of the goodwill of the Businesses in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and the Registrations therefor for the United States and throughout the world, together with that part of the goodwill of the Businesses in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

Assignor covenants and agrees that it will, without charge to Assignee, whenever so reasonably requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee, in its sole discretion, may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the

TRADEMARK REEL: 003474 FRAME: 0812 foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

All representations and warranties of Assignor under the APA with respect to the Marks are hereby made by Assignor in favor of Assignee as if set forth herein *in extenso*. All such representations, warranties and covenants of Assignor shall survive the execution and delivery of this Assignment in accordance with the terms of the APA.

It is respectfully acknowledged that this Assignment will be filed for recordation in the United States Patent and Trademark Office against the files of the Trademarks and the Registrations herein described.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

ARCHER DANIELS MIDLAND COMPANY

Warne: Edward A. Harjehaus

SCHEDULE A TO TRADEMARK ASSIGNMENT BY AND BETWEEN ARCHER DANIELS MIDLAND COMPANY AND

CARAVAN INGREDIENTS INC

	<u>Trademark</u>	U.S. Registration No.	Registration Date
1.	ARKADY	2,018,996	November 26, 1996
2.	BIOBLEND	1,090,676	May 9, 1978
3.	BREWLOID	2,800,068	December 30, 2003
4.	CAMEO	776,705	September 8, 1964
5.	CAMEO VELVET	1,136,363	May 27, 1980
6.	DO-QUICK	1,771,714	May 18, 1993
7.	ELASDO POWER	1,809,416	December 7, 1993
8.	EXTRAM	739,126	October 9, 1962
9.	FERMALOID	2,800,067	December 30, 2003
10.	GOLDEX	776,263	September 1, 1964
11.	LEMALTA FLAVOR	1,779,109	June 29, 1993
12.	MUFFIN KOTE	2,711,346	April 29, 2003
13.	MUFFIN KOTE	1,096,360	July 11, 1978
14.	PANAID	1,055,228	December 28, 1976
15.	PANATEX	1,783,762	July 27, 1993
16.	PANIPLEX	1,881,739	March 7, 1995
17.	PANIPLUS	146,962	September 27, 1921
18.	PANISTAY	1,770,305	May 11, 1993
19.	PERMA-CLEAR	1,800,965	October 26, 1993
20.	SOFT CEL	2,794,402	December 16, 2003
21.	SOFT TOUCH	1,094,137	June 27, 1978
22.	TART-O-CREAM	2,876,300	August 24, 2004
23.	ULTRA FRESH	1,524,062	February 14, 1989
24.	VITALEX	1,779,111	June 29, 1993
25.	PANALITE	2,808,387	January 27, 2004
26.	ARKADY and Design	110,246	May 9, 1916

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RECORDED: 02/05/2007

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