

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to **TRADEMARK**

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 004150 FRAME: 0483

CH \$40.00 021010 0952752

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="952752"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

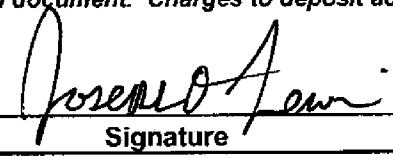
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Joseph D. Lewis
Name of Person Signing


Signature

02-16-2010
Date Signed

Trade Mark Assignment Agreement

This Trade Mark Assignment Agreement (the "Agreement") is made the 4th day of February 2010 in Amsterdam in 3 (three) originals.

Between: (1) **GBT HOLDING B.V.**, a private company with limited liability incorporated under the laws of The Netherlands, having its registered office at Burgemeestersland 59, 2625 NV Delft, the Netherlands,

represented for the purposes of this Agreement by Mr SONGSAN,
hereinafter referred to as "GBT" or the "Assignor";

(2) **LESAFFRE ET COMPAGNIE**, a private company existing and incorporated under the laws of France, having its registered office at 41, rue Etienne Marcel, 75001 Paris, France,

represented for the purposes of this Agreement by Jean-Louis NEURANT,
hereinafter referred to as "Lesaffre" or the "Assignee";

Recitals:

- (A) In the United States of America, Assignor is the owner of the trade mark applications and/or registrations, as described in Annex A (the "Marks");
- (B) Under the Trade Marks, Domain Names, Goodwill and BFC Assets Transfer Agreement of 2 October 2007, Assignor has granted to Assignee an irrevocable option to acquire the Marks free of charge on or after 4 February 2010;
- (C) Assignee has decided to exercise this option to acquire the Marks with effect on 4 February 2010. Assignor has agreed to exempt Assignee to issue the formal written notice on or after 4 February 2010.

Now, therefore,

be it known, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

- 1 Assignor irrevocably sells, assigns and transfers, free from all encumbrances, as of 4 February 2010, to Assignee (i) all of Assignor's right, title and interest in and to the Marks, with the intent that the Marks and any rights derived from the goodwill related to the Marks ("Goodwill") should be granted in the name of and vest absolutely in Assignee; and (ii) all rights of action arising or accrued in relation to any of the Marks and the Goodwill, including without limitation the right to take proceedings and to seek and recover damages and seek other remedies for past and

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future infringements. As a result of this Agreement, Assignee shall have the fullest possible right, title and interest in and to the Marks and the Goodwill as can be granted by Assignor.

- 2 At the request of Assignee, Assignor will make Mr. H.C. Jongejans available, upon reasonable notice and within office hours, to provide information available to him which Assignee considers necessary in connection with:
 - 2.1 bringing or defending any proceedings relating to any of the rights assigned under this Agreement and
 - 2.2 obtaining the grant of any Mark, including but not limited to the provision of the assistance of any creators or other persons involved in the creation and/or the development of the Marks.
- 3 The parties agree that this Agreement, or any document otherwise confirming the assignment of the Marks and the Goodwill, can be notified by Assignee to the appropriate intellectual property offices or registries for proper recordal.
- 4 On or promptly after the date of this Agreement, Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and do such acts or things as Assignee may reasonably require under the law of any country for the purpose of giving to Assignee the full benefit of all provisions of this Agreement, including without limitation signing additional original copies of this Agreement, powers of attorney to local trade mark agents designated by Assignee to record the assignment, and providing evidence that is within their possession about the creation of the subject matter of the Marks and the Goodwill and the subsistence of ownership in that subject matter. For the avoidance of doubt, Assignor shall use all reasonable endeavours to procure that any third party executes such documents and do such acts or things as Assignee may reasonably require to enable Assignee being recorded as the sole and exclusive owner of the Marks and the Goodwill, regardless of whether earlier assignments to Assignor might or might not have been recorded.
- 5 The parties hereby grant a power of attorney to Corinne Wisniewski (Manager of Group Legal Department, Lesaffre International s.a.r.l.), who can sub-delegate or substitute these powers to any other person, to deal with any registration requirements in connection with this Agreement before any of the appropriate intellectual property offices or registries and to sign and execute any and all documents and deeds and perform any and all acts required for the registration of this Agreement or any documents confirming the assignment of the Marks and the Goodwill as well as its recordal, as the case may be, at the appropriate intellectual property offices or registries.
- 6 Assignor commits not to do any act which would or is reasonably likely to invalidate or diminish Assignee's rights in and to the Marks and/or the Goodwill. Assignor shall not dispute the validity, ownership or enforceability of the Marks, directly or indirectly, either during or after the term of this Agreement.
- 7 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.
- 8 All disputes between the parties that arise under or in connection with this Agreement or further agreements resulting from this Agreement, shall be resolved by arbitration in accordance with the rules of the International Chamber of Commerce, provided always that the parties have the right to settle any such dispute in summary proceedings and the right to obtain seizure. The arbitrators shall decide according to the rules of the law. The arbitral proceedings shall be conducted in the English language. The place of arbitration shall be Brussels.

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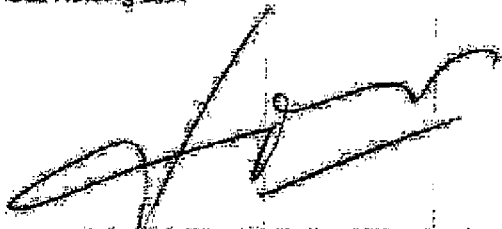
The Annex A above referred to:

Trade Mark	Reg. Number	Renewal Date
PERMIPAN	952 752	6 February 2019

In witness whereof,

the parties hereto have duly executed this Agreement as of the date first above written.

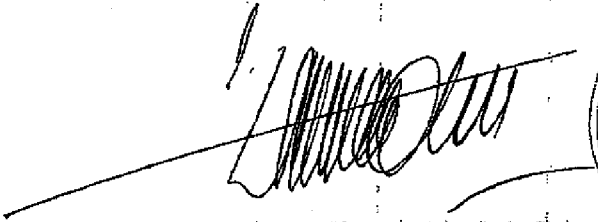
GBI Holding B.V.



Name: HUIBERT JONGEJANS
 Title: DIRECTOR

~~Corporate Seal~~

Lesaffre et Compagnie



Name: Jean-Louis MEURANT
 Title: MANAGING DIRECTOR

