

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ajinomoto AminoScience LLC		03/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ajinomoto Co., Inc.		
<b>Street Address:</b>	15-1, Kyobashi 1-Chome		
<b>City:</b>	Chuo-ku, Tokyo 104-8315		
<b>State/Country:</b>	JAPAN		
<b>Entity Type:</b>	CORPORATION: JAPAN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3362980	AJIPURE	
Registration Number:	3689238	A AJIPURE AMINO ACIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)308-4844		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2123084844		
<b>Email:</b>	trademark@eapdlaw.com		
<b>Correspondent Name:</b>	Perla M. Kuhn		
<b>Address Line 1:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 2:</b>	FDR Station, P.O. Box 130		
<b>Address Line 4:</b>	New York, NEW YORK 10150		
<b>ATTORNEY DOCKET NUMBER:</b>	070013.4000 PMK/ESP		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Perla M. Kuhn		
<b>Address Line 1:</b>	Edwards Angell Palmer & Dodge LLP		

CH \$65.00 3362980

**900190235**

**TRADEMARK  
 REEL: 004528 FRAME: 0763**

Address Line 2: FDR Station, P.O. Box 130  
Address Line 4: New York, NEW YORK 10150

NAME OF SUBMITTER:	Perla M. Kuhn
Signature:	/Perla M. Kuhn/
Date:	04/26/2011

Total Attachments: 3  
source=AJINOMOTO AMINO SCIENCE LLC ASGNMT#page1.tif  
source=AJINOMOTO AMINO SCIENCE LLC ASGNMT#page2.tif  
source=AJINOMOTO AMINO SCIENCE LLC ASGNMT#page3.tif

## ASSIGNMENT AGREEMENT

THIS AGREEMENT made and entered into on this 25 day of March, 2011, by and between Ajinomoto Aminoscience LLC., a corporation duly organized and existing under the laws of the State of Delaware, U.S.A., with its principal place of business at 4020 Ajinomoto Drive, Raleigh, NC27610, U.S.A. (hereinafter referred to as "AASLLC") and Ajinomoto Co., Inc., a corporation duly organized and existing under the laws of Japan, with its principal place of business at 15-1, Kyobashi 1-Chome, Chuo-Ku, Tokyo 104-8315, Japan (hereinafter referred to as "AJICO"),

WITNESSETH:

WHEREAS, AASLLC is the legitimate owner of the entire rights to the Trademark (as defined below);

WHEREAS, the parties have mutual intention that AJICO will be assigned from AASLLC such Trademark as well as any and all rights pertaining thereto under the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

### I. Definitions

As used herein, the term "Trademark" shall mean the trademark which AASLLC has applied for registration in U.S.A. and Canada as described below:

<u>U.S. Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg.Date</u>
AJIPURE	05	3362980	January 1, 2008
AJIPURE LOGO	05	3689238	September 29, 2009
<u>Canadian Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg.Date</u>
AJIPURE	05	TMA791228	February 21, 2011

## 2. Assignment

2.1 AASLLC hereby assigns and transfers to AJICO the Trademark including any and all rights, title and interests in and to the Trademark, together with the goodwill of the business symbolized by the Trademark.

2.2 Immediately after the AASLLC's execution hereof, AASLLC shall deliver the documents, which are necessary for AJICO to record the transfer of the Trademark and shall cooperate with AJICO in recordation thereof. AJICO will, upon receipt of said documents, proceed with procedures necessary for such recordation of the trademark assignment in U.S.A. and Canada at its own expense. AASLLC hereby guarantees that the documents delivered to AJICO pursuant to this Section shall be complete, without any defects and sufficient to record the transfer of the Trademark as mentioned above.

## 3. Consideration

3.1 In consideration of the assignment and the transfer of the Trademark, AJICO agrees to pay AASLLC the amount of five thousand dollars (\$5000) within sixty (60) days from the date first above written and shall immediately transfer the consideration to the AASLLC's bank account detailed hereunder at the AJICO's own responsibility;

Name of Bank : Bank of Tokyo-Mitsubishi UFJ  
Name of Branch : New York  
Address : 1251 Avenue of the Americas New York, NY 10020-1104  
Name of Account : Ajinomoto U.S.A., Inc.  
Account No. : 410001090  
Swift Code : BOTKUS3N  
Tax ID Number : 13-5652509

3.2 All taxes on the consideration provided in Section 3.1 shall be borne by AASLLC. AJICO shall withhold from the said consideration payable to AASLLC under this Agreement the

appropriate amount of the withholding taxes and pay such taxes on behalf of AASLLC, and submit to AASLLC an official receipt showing the payment thereof.

4. Warranties and Representation

4.1 Either party hereto represents and warrants to the other party that it is duly entitled to enter into this Agreement.

4.2 AASLLC hereby represents and warrants that it has an entire right, title and interest in and to the Trademark as of the date first above written.

5. Governing Law and Resolution of Disputes

This Agreement shall be governed by and construed in accordance with the laws of Japan. All disputes, controversies or differences arising out of or in relation to or in connection with this Agreement shall be settled by arbitration in Tokyo, Japan, in accordance with the rules of the Japan Commercial Arbitration Association and the award rendered by the arbitration shall be binding and conclusive upon the parties hereto.

6. Miscellaneous

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and shall supersede all previous communications, representations, understandings and agreements, either oral or written, between the parties hereto with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals by their authorized representatives as of the date first above written.

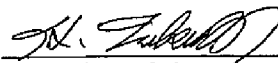
Ajinomoto AminoScience LLC.



Name: Jack Heaton

Title: President

Ajinomoto Co., Inc.



Name: Hiroshi FUKUSHI

Title: General Manager

Amino Acids Department

Bioscience Products & Fine

Chemicals Division