

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
Burcon NutraScience Corporation		03/04/2011	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	Archer-Daniels-Midland Company		
Street Address:	4666 Faries Parkway		
City:	Decatur		
State/Country:	ILLINOIS		
Postal Code:	62526		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3970999	CLARISOY	
CORRESPONDENCE DATA			
Fax Number:	(312)445-6501		
Phone:	312-445-6432		
Email:	docket@innislaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mary E. Innis		
Address Line 1:	321 N. Clark Street, Suite 500		
Address Line 2:	Innis Law Group		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	208324-805528		
NAME OF SUBMITTER:	Mary E. Innis		
Signature:	/mary e innis/		

OP \$40.00 3970999

Date:

02/24/2012

Total Attachments: 6

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TRADEMARK ASSIGNMENT AND LICENSE

WHEREAS, Burcon NutraScience Corporation ("Burcon"), a Company incorporated under the laws of the Territory of Yukon, with an address of 1946 West Broadway, Vancouver, V6J 1Z2, British Columbia, and Archer-Daniels-Midland Company ("ADM"), Delaware corporation, with an address of 4666 Faries Parkway, Decatur, IL 62526, are parties to a license and production agreement (the "License and Production Agreement") made as of March 4, 2011 pursuant to which Burcon granted an exclusive license to ADM to use the Burcon Patent Rights and Burcon Technology (as defined in the License and Production Agreement) in accordance with the terms and conditions set forth therein;

WHEREAS Burcon is the owner of the CLARISOY domain name, trademarks, registrations, applications, and the goodwill associated therewith identified in the attached Schedule;

WHEREAS, ADM is acquiring from Burcon these domain name, trademarks, registrations, applications, and the goodwill associated therewith, subject to the terms and conditions of this trademark assignment and license (the "Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Capitalized terms used but not defined in this Agreement have the respective meanings attributed to them in the License and Production Agreement.
2. Subject to the provisions of this Agreement, Burcon hereby transfers and assigns to ADM all of Burcon's rights, title and interest in and to the domain name, trademarks, registrations, applications, and the goodwill associated therewith identified in the attached Schedule.
3. ADM shall have the right to expand the scope of trademark protection and file further trademark applications in other countries not identified in the attached Schedule until Burcon exercises its rights under section 5 of this Agreement. Burcon agrees that it will not oppose or otherwise attack such applications. These additional trademarks, registrations, applications and goodwill associated therewith together with those identified in the attached Schedule shall collectively be referred to in this Agreement as the "Trademarks".
4. ADM hereby grants to Burcon a non-exclusive, royalty-free, worldwide license, to use the Trademarks in association with:
 - a. the corporate marketing and promotion of Burcon;
 - b. conducting research or development concerning the Products; or
 - c. compliance with the requirements of any Applicable Law

for the term of the License under the License and Production Agreement.

5. If:
- a. either ADM or Burcon exercises its right to convert the Exclusive License to a Non-Exclusive License under section 3.5 of the License and Production Agreement; or
 - b. the License and Production Agreement is terminated for any reason other than pursuant to sections 8.3 (c) (i) or (ii) of the License and Production Agreement,

Burcon shall be entitled, at its option, to:

- c. acquire from ADM, and ADM agrees to assign and transfer to Burcon, the Trademarks. Provided that the License and Production Agreement is not terminated by Burcon pursuant to sections 8.3 (d) (i) or (ii) thereof, the purchase price to be paid by Burcon to ADM for the assignment and transfer of the Trademarks shall be equal to the product of eight and one-half percent (8.5%) multiplied by the aggregate direct third party costs paid by ADM in connection with the marketing and trademark prosecution and maintenance of the Trademarks commencing on the date hereof until the date Burcon exercises its right under this section 5. Where the License and Production Agreement is terminated by Burcon pursuant to sections 8.3 (d) (i) or (ii) thereof, the purchase price to be paid by Burcon to ADM for the assignment and transfer of the Trademarks shall be \$1.00. Concurrent with the payment of the purchase price, ADM shall execute any documents reasonably required by Burcon to transfer ownership of the Trademarks to Burcon. Burcon shall also grant ADM a non-exclusive, royalty-free, worldwide license, with the right to sub-license, to use the Trademarks to make, have made, market or sell the Products for the remainder of the term, if any, of the Non-Exclusive License; or
 - d. continue the license granted by ADM pursuant to section 4 of this Agreement. ADM and Burcon agree that the license will be amended to provide that:
 - (i) Burcon shall be permitted to sub-license the Trademarks to third parties; and
 - (ii) in addition to the uses set out in section 4, the Trademarks may also be used to make, have made, market or sell the Products.
6. Until Burcon exercises its right under section 5(c) of this Agreement, ADM shall be responsible for the maintenance of the Trademarks during the term of the License. In the event that ADM fails to maintain any of the Trademarks, Burcon shall have the right, but not the obligation, to assume the maintenance and Burcon shall become the owner of such trademark. ADM agrees to execute any documents reasonably required by Burcon to transfer ownership of the Trademarks to Burcon.

7. For the term of the License under the License and Production Agreement, ADM agrees to display Burcon's logo on the ADM websites that promote the Products. Burcon's logo will be hyperlinked to allow users to link to Burcon's website.

8.
 - a. The licensor of the Trademarks hereunder shall, from time to time, set reasonable standards as to the character and quality of the Products, and as to the use of the Trademarks, and shall communicate these standards to the licensee. The licensee shall use the Trademarks only in association with Products which meet these standards.

 - b. The licensor, or its duly authorized representative, shall have the right to visit the premises of the licensee, at reasonable times and upon reasonable notice during normal business hours, for the purpose of inspecting the premises, the Products in association with which the Trademarks are used and the identity of any sublicensees of the licensee, for the purpose of determining whether the standards of quality are being maintained.

 - c. The licensee will use its best efforts to ensure that all Literature and Other Media (as such term is defined below) are of the highest quality and reflect favourably upon the Products. For the purposes of this Agreement, "Literature and Other Media" shall include all point of sale, advertising, promotional and other literature and printed and electronic media, signs, and any other materials which are published, used, displayed, broadcast, telecast, mailed, electronically mailed, conveyed via the Internet, or sent which relate to the use of or include any of the Trademarks.

9. The licensee agrees to notify the licensor of the Trademarks of any potential acts of infringement of the Trademarks by third parties promptly as they come to the licensee's attention. The licensor has the sole right, but not the obligation, to enforce the Trademarks against potential infringing third parties. Notwithstanding the foregoing, in the event that the licensor does not take affirmative action against any possible infringement or unfair competition within one hundred-twenty (120) days of receipt of notice from the licensee or if the licensor requests the licensee to do so, the licensee shall have the right to take affirmative action in its own name, as well as the obligation to do so if requested to do so by the licensor. The net proceeds of any such action, after deducting expenses incurred, shall be divided according to the relative damage suffered by the respective parties. The licensor agrees to reimburse the licensee for the licensor's percentage of any and all costs related to bringing such affirmative action, including reasonable attorney's fees, the percentage to be the same as the licensor's percentage of the net proceeds mentioned in the preceding sentence of this section 8.

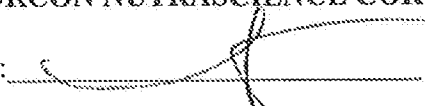
10.
 - a. The licensee shall indemnify and save harmless the licensor, and the licensor's shareholders, directors, officers, employees, agents, and assigns, from and against all claims, actions, obligations, liabilities, damages, losses and judgments, including any incidental costs and expenses, arising out of or attributed, directly or indirectly, to:
 - i. any defects in the marketing, distribution, offering for sale and sale of the Products by the licensee;
 - ii. the fault or negligence of the licensee or its directors, officers, employees, agents, assigns or successors;
 - iii. the breach by the licensee of any of the provisions of this Agreement or the failure to perform any of its obligations under this Agreement; or
 - iv. the licensee's infringement of any trademarks, trade names, copyrights, patents, libel or invasion of the right of privacy, publicity or other property rights of any third party, other than alleged infringements arising out of or attributed, directly or indirectly, to the licensee's use of the Trademarks.
 - b. Upon termination of any license of the Trademarks herein, all the rights granted to the licensee to use the Trademarks (except as provided below) will terminate, and the licensee will, within one hundred and twenty (120) days of the date of termination, cease using the Trademarks and any other marks confusingly similar to the Trademarks.
 - c. Termination will not release either Party from any liability or obligation which, at the time of such termination, has already accrued or which thereafter may accrue in respect to any act or omission prior to such termination, nor will any such termination affect in any way the survival of any right, duty or obligation of any Party which is expressly stated elsewhere in this Agreement to survive the termination.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws. The Parties hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the State of New York with respect to all matters arising out of or in connection with this Agreement. The Parties waive any objections they may have to venue being in such courts, including any claim that such venue is an inconvenient forum.
12. No amendment or waiver of this Agreement shall be binding on a Party unless executed in writing by that Party. No waiver of any provision of this

Agreement shall constitute a waiver of any other provision nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

13. This Agreement sets forth the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, whether oral or written, between the Parties pertaining to the subject matter of this Agreement.
14. This Agreement may not be assigned whether by operation of law or otherwise, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment contrary to the foregoing shall be null and void and shall not be binding. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.
15. The Parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement including, without limitation, the registration or protection of any intellectual property rights, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
16. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22nd day of June, 2011.


BURCON NUTRASCIENCE CORPORATION

By: 

Name: Johann Teigesen

Title: President + C.O.O.

ARCHER DANIELS MIDLAND COMPANY

By: 

Name: Matthew J. Jansen
President - Global Oilseeds

Title: _____

SCHEDULE

CLARISOY -US Trademark Registration Number 3970999, filed November 8, 2008,
registered May 31, 2011

-Canadian Trademark Registration Number TMA766789, filed October
23, 2008, registered May 13, 2010

-www.clarisoy.com