

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ajinomoto North America, Inc.		04/23/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Ajinomoto Co., Inc.
<b>Street Address:</b>	15-1, Kyobashi 1-Chome, Chuo-Ku
<b>City:</b>	Tokyo
<b>State/Country:</b>	JAPAN
<b>Postal Code:</b>	104-8315
<b>Entity Type:</b>	CORPORATION: JAPAN

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3362992	TRYPTOPURE
Registration Number:	3825563	IBCAA
Registration Number:	4323801	FUSIL

## CORRESPONDENCE DATA

**Fax Number:** 6098961469  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (212) 878-1424  
**Email:** IPDocket@foxrothschild.com  
**Correspondent Name:** Perla M. Kuhn  
**Address Line 1:** Fox Rothschild LLP  
**Address Line 2:** 997 Lenox Drive, Building 3  
**Address Line 4:** Lawrenceville, NEW JERSEY 08648-2311

<b>ATTORNEY DOCKET NUMBER:</b>	135046.4020 PMK/ESP
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## DOMESTIC REPRESENTATIVE

**Name:** Perla M. Kuhn c/o Fox Rothschild LLP  
**Address Line 1:** Princeton Pike Corporate Center  
**Address Line 2:** 997 Lenox Drive, Building 3  
**Address Line 4:** Lawrenceville, NEW JERSEY 19103-3291

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Perla M. Kuhn
<b>SIGNATURE:</b>	/Perla M. Kuhn/
<b>DATE SIGNED:</b>	05/23/2014
<b>Total Attachments: 5</b> source=Asgnmt AJINA to AJICO#page1.tif source=Asgnmt AJINA to AJICO#page2.tif source=Asgnmt AJINA to AJICO#page3.tif source=Asgnmt AJINA to AJICO#page4.tif source=Asgnmt AJINA to AJICO#page5.tif	

ASSIGNMENT AGREEMENT

THIS AGREEMENT made and entered into this 23<sup>rd</sup> day of April 2014, by and between Ajinomoto North America, Inc., 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, North Carolina 27610, U.S.A. (hereinafter referred to as "AJINA") 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, AJINA is the legitimate owner of the entire rights to the Trademark(s) (as defined below);

WHEREAS, the parties have mutual intention that AJICO will be assigned from AJINA such Trademark(s) 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:

1. Definitions

As used herein, the term "Trademark(s)" shall mean the following registered trademarks in the U.S.A. owned by AJINA:

<u>U.S. Trademark</u>	<u>Class</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
TRYPTOPURE	05	77/062,351	3,362,992	Dec. 12, 2006	Jan. 1, 2008
IBCAA	05	77/328,866	3,825,563	Nov. 14, 2007	Jul. 27, 2010
FUSIL	05	85/713,991	4,323,801	Aug. 27, 2012	Apr.23, 2013

2. Assignment

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

2.2 Immediately after AJINA's execution hereof, AJINA shall deliver the documents, which are necessary for AJICO to record the transfer of the Trademark(s) 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 the U.S.A. at its own expense. AJINA 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 together with the goodwill attaching to the Trademark(s).

### 3. Consideration

3.1 In consideration of the assignment and the transfer of the Trademark(s), AJICO agrees to pay AJINA the amount of six thousand dollars (\$6,000.00) within sixty (60) days from the date first above written and shall immediately transfer the consideration to the AJINA bank account detailed hereunder at AJICO's own responsibility:

Name of Bank: [REDACTED]

Name of Branch: [REDACTED]

Address: [REDACTED]

Name of Account Holder: [REDACTED]

Account No. : [REDACTED]

Swift Code: [REDACTED]

Tax ID No.: [REDACTED]

3.2 All taxes on the consideration provided in § 3.1 shall be borne by AJINA. AJICO shall withhold from said consideration payable to AJINA under this agreement appropriate amount of the withholding taxes and pay such taxes on behalf of AJINA, and submit to AJINA 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 AJINA hereby represents and warrants that it has entire right, title and interest in and to the Trademark(s) 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.

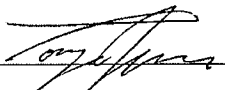
6. Miscellaneous

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.

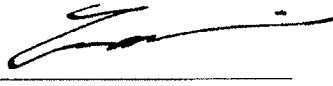
Ajinomoto North America, Inc.

Ajinomoto Co., Inc.

  
\_\_\_\_\_

Name: Tomoya Yoshizumi

Title: President

  
\_\_\_\_\_

Name: Yoshiteru Masai

Title: General Manager

Amino Acids Department

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant:	Ajinomoto Co, Inc.	:	
Marks:	See attached list	:	
Serial Nos.	See attached list	:	Examining Attorney
Filing Dates:	See attached list	:	Unknown
Classes:	See attached list	:	

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

**REVOCATION OF POWER OF ATTORNEY,  
REQUEST FOR CHANGE OF ADDRESS FOR CORRESPONDENCE, AND  
APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Applicant hereby revokes all the previous Powers of Attorney and appoints Perla M. Kuhn; and all attorneys affiliated with Fox Rothschild LLP, including, but not limited to: Michael J. Leonard and Christopher D. Olszyk, Jr., all whose address is Fox Rothschild LLP, Princeton Pike Corporate Center, 997 Lenox Drive, Lawrenceville, New Jersey, Building 3, 08648-2311, to transact all business in the United States Patent and Trademark Office in connection with these applications and/or registrations. Please address all communications to:

Perla M. Kuhn, Esq.  
Phone: (212) 878-1424  
Fax: (609) 896-1469

Applicant hereby appoints the law firm of Fox Rothschild LLP, Princeton Pike Corporate Center, 997 Lenox Drive, Lawrenceville, New Jersey, Building 3, 08648-2311, as its attorneys and representatives whom notices or processes in proceedings affecting the above-identified marks may be served.

Ajinomoto Co., Inc.

Date: May 19, 2014

Signature: 

Printed Name: Tatsuo Igarashi

Title: Manager, Trademark Section

Serial No/ Reg. No	Filed/ Dated	Class	Mark	Our Ref
85713991 4,323,801	August 27, 2012 April 23, 2013	5	FUSIL	070013.4023
77062351 3362992	December 12, 2006 January 1, 2008	5	TRYPTOPURE	070013.4021
77328866 3825563	November 14, 2007 July 27, 2010	5	IBCAA	070013.4022

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