

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Danisco USA Inc.		04/15/2008	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Danisco A/S		
<b>Street Address:</b>	Langebrogade 1		
<b>City:</b>	Copenhagen		
<b>State/Country:</b>	DENMARK		
<b>Postal Code:</b>	DK-1001		
<b>Entity Type:</b>	Corporation: DENMARK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2604825	LITESSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	302-996-8818		
<b>Email:</b>	dupont.trademarks@dupont.com		
<b>Correspondent Name:</b>	E. I. du Pont de Nemours and Company		
<b>Address Line 1:</b>	974 Centre Road		
<b>Address Line 2:</b>	Chestnut Run Plaza, CRP 721		
<b>Address Line 4:</b>	Wilmington, DELAWARE 19805		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	E. I. du Pont de Nemours and Company		
<b>Address Line 1:</b>	974 Centre Road		
<b>Address Line 2:</b>	Chestnut Run Plaza, CRP 721		
<b>Address Line 4:</b>	Wilmington, DELAWARE 19805		
<b>NAME OF SUBMITTER:</b>	Mary M McAteer		
<b>SIGNATURE:</b>	/M M McAteer/		
<b>DATE SIGNED:</b>	03/31/2017		

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**Total Attachments: 11**

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## ASSIGNMENT AGREEMENT

BETWEEN Danisco USA Inc.  
Four New Century Parkway  
66031 New Century  
Kansas  
USA

AND Danisco A/S  
Langebrogade 1  
1001 København K  
Denmark  
CVR no. 11350356

- 
- Schedule 1 Particular IPR comprised by Assignor IPR  
Schedule 2 Particular IPR not comprised by Assigned IPR  
Schedule 3 Preliminary Assignment Fee  
Schedule 4 Calculation principles

This assignment agreement (the "Assignment Agreement") is made by and between Danisco USA Inc., a corporation organised under the laws of the United States of America and having its principal place of business at Four New Century Parkway, 66031 New Century, Kansas (hereinafter "Assignor"), and Danisco A/S, a company organised under the laws of the Kingdom of Denmark and having its principal place of business at Langebrogade 1, 1001 København K (hereinafter "Assignee"). Assignor and Assignee are collectively referred to as "Parties" and individually as "Party".

1. **RECITALS**

- 1.1 Assignee desires to the fullest extent possible to obtain transfer to Assignee of any and all IPR owned by Assignor.
- 1.2 In consideration of the premises and of the mutual covenants herein contained, the Parties hereto mutually agree as follows:

2. **DEFINITIONS**

- 2.1 **Assigned IPR** shall mean Assignor IPR excluding (i) such particular Assignor IPR or parts of particular Assignor IPR or such right, title or interest in or to Assignor IPR as Assignor due to operation of law or obligations towards third parties under e.g. co-operation agreements, co-development agreements or licence agreements is not entitled to assign, and (ii) the particular IPR specified in **Schedule 2**.
- 2.2 **Assignor IPR** shall mean any and all IPR owned by Assignor whether legally or beneficially and whether solely or jointly with any other person or persons. In respect of partially owned IPR, Assignor IPR includes Assignor's share of the co-owned IPR in question. Assignor IPR includes but is not limited to the rights set out in **Schedule 1**. With respect to patents and patent applications comprised by Assignor IPR, Assignor IPR includes but is not limited to (i) each of those patents and patent applications comprised by Assignor IPR, including those recited in **Schedule 1**, and all regional and national patent applications and patents derived from such patents and patent applications, including those recited in **Schedule 1**, all national or regional patent applications or patents claiming priority from any patent application comprised by Assignor IPR, including those recited in **Schedule 1**, and all national or regional patent applications or patents claiming priority from a priority application from which a patent or patent application comprised by Assignor IPR, including those recited in **Schedule 1**, claims priority; (ii) any patents that issue from the applications set forth in (i); (iii) all divisionals, continuations, continuations-in-part, patents-of-addition, reissues, and reexaminations, of the patents and patent applications set forth in (i)-(ii); and (iv) all renewals, supplementary protection certificates ("SPCs") and patent term extensions relating to (i) - (iii).
- 2.3 **Effective Date** shall mean 30 April 2008.
- 2.4 **IPR** shall mean patents, patent applications, divisional patent applications ("divisionals"), continuation patent applications ("continuations"), continuation-in-part patent applications ("continuations-in-part"), patents-of-addition, reissues of patents, re-examinations of patents, utility models, utility model applications, any extensions of the exclusivity granted under patents including rights in supplementary protection certificates and supplementary protection certificate applications, design patent applications, design patents, rights in plant breeder certificates, rights in plant breeder certificate applications, and right to apply for any of the foregoing, rights in know how, trade secrets, confidential information, inventions, improvements, discoveries, practices, methods, proprietary processes, proprietary formulas, proprietary assays, proprietary compounds, research plans, proprietary techniques, results of experimentation and testing (including but not limited to pharmacological, toxicological and clinical test data as well as analytical and quality control data), rights in registration and data files whether prepared for or filed with public or private entities, registered as well as unregistered designs, design applications, works of expression, copyrights and neighbouring rights,

trademarks, trade names, logos, applications for trademarks rights in databases, domain names, applications for domain names, rights in business identifiers, authorship rights, and all other forms of intellectual property rights having equivalent or similar effect to any of the foregoing; and all rights, claims, causes of action, and actions to obtain any type of the aforementioned IPR.

- 2.5 **Special Assigned IPR** shall mean such particular Assigned IPR the assignment of which requires registration and/or governmental approval to take effect inter partes.

3. **ASSIGNMENT**

- 3.1 As of the Effective Date, Assignor hereby assigns all right, title and interest of Assignor, in, to, and under the Assigned IPR to Assignee, who hereby accepts, ownership of the Assigned IPR, without any exception or reservation. Assignor also hereby assigns to Assignee, who hereby accepts, any and all rights of enforcement with respect to the Assigned IPR, including all rights to sue and recover for past, present and future infringement or enforcement thereof, and any and all causes of action, in law, equity or otherwise related thereto. Assignor further agrees to reasonably cooperate, without further consideration to Assignor but at reasonable expense to Assignee, in preparing, executing or having executed, and filing all papers required by Assignee or required by the U.S. and other Patent, Trademark, Copyright Offices as well as other public offices or private entities to record or document the transfer of the Assigned IPR from Assignor to Assignee, as may be requested by Assignee. Assignor thus hereby authorizes the Assignee to file on, prosecute, defend, enforce, and maintain, and license the Assigned IPR, at Assignee's sole discretion and expense, in any or all countries on any or all intellectual property, including without limitation on any and all inventions and discoveries in the Assigned IPR, in the name of the Assignee, and authorizes and requests the Commissioner of Patents of the United States of America, and the Copyright Office of the United States of America, and the empowered officials of all other patent offices and governments to issue or transfer the Assigned IPR to Assignee, as assignee of the entire right, title and interest therein.
- 3.2 Assignor undertakes at its own cost to use reasonable efforts to execute or to procure the execution by any relevant co-owners of all such documents, or such other acts, as may be required to surrender the Assignor's right and title in the Assigned IPR to Assignee, including when necessary obtaining the written consent of any third party who is a co-owner of Assigned IPR.
- 3.3 The assignment set out in section 3.1 i.a. includes without limitation that as between Assignor and Assignee, Assignee shall have an unrestricted right to use patents, patent applications, utility models and utility model applications comprised by Assigned IPR as a priority for new applications for patents and utility models.

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- 3.4 If for any legal reason the Intended assignment set out in section 3.1 should be partially or fully invalid, (I) the Parties will treat the Assigned IPR as if they had been effectively assigned to the Assignee with economic effect as of the Effective Date, i.e. all earnings and chances relating to the Assigned IPR shall, in relation between the Parties, exclusively be for the benefit of the Assignee and all costs and risks shall, in relation between the Parties, exclusively be borne by the Assignee and (II) the Parties will undertake all required legal actions to effectively assign the Assigned IPR to Assignee as soon as reasonably practicable.
- 3.5 While Assignor has good right and title to assign the Assigned IPR to Assignee, the Parties agree that the assignment set out in section 3.1 is subject to and shall not affect licences or other third party rights that Assignor prior to the Effective Date has granted to third parties.
- 3.6 In consideration of the assignment comprised by section 3.1 Assignee shall no later than 30 April 2008 make payment to Assignor of the assignment fee set out in **Schedule 3** (hereinafter "Preliminary Assignment Fee").
- 3.7 Assignor hereby binds itself and its successors, to do, upon Assignee's reasonable request and at reasonable expense to Assignee, but without additional consideration to Assignor and its successors, all acts reasonably serving to assure that the Assigned IPR, including without limitation the inventions and discoveries in the Assigned IPR, shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor and its successors if this Assignment Agreement had not been made, including without limitation with respect to Assignee filing on, prosecuting, maintaining, defending and enforcing the Assigned IPR; and particularly, but without limitation to the foregoing, to execute and deliver to Assignee all lawful documents as may be requested by Assignee; to communicate to Assignee all facts known to Assignor or its successors relating to the Assigned IPR and the inventions and discoveries in the Assigned IPR, or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in the control of Assignor or its successors and which may be useful for establishing the facts of conceptions, disclosures, and reduction to practice of inventions and discoveries in the Assigned IPR. As soon as practically possible after the date of execution of this Assignment Agreement, Assignor shall transfer to Assignee all relevant documentation in its possession relating to the Assigned IPR (including but not limited to filings, registration certificates, letters with the relevant industrial property institutes, proof of payment of annuities, internal files, etc.).
- 3.8 With respect to any particular Assignor IPR which Assignor cannot assign to Assignee but can otherwise license ("Licensed IPR") without violating applicable laws or obligations towards third parties, Assignor hereby grants to Assignee an irrevocable, exclusive (to the extent Assignor can grant an exclusive license), royalty-free license with the right to sublicense, to make, have made, use, have used, offer to sell, and sell

products within or under the Licensed IPR, and to conduct any and all activities in connection with Assignee's business, and to conduct any and all licensing or sublicensing, filing, prosecution, maintenance, defence, and enforcement of the Licensed IPR, and all settlements of any claim, dispute, litigation, arbitration or any other associated proceeding of any kind in any or all countries (including the United States) involving the Licensed IPR, in Assignee's sole discretion and control. Thus, without any limitation as to the foregoing but subject to applicable laws and Assignor's obligations towards third parties, Assignor hereby authorises the Assignee to file on, prosecute, defend, enforce, and maintain, and license the Licensed IPR, at Assignee's sole discretion and expense, in any or all countries on any or all intellectual property, including without limitation on any and all inventions and discoveries in the Licensed IPR.

- 3.9 To any extent deemed necessary or useful in the sole discretion or control of Assignee, Assignee may name Assignor as a party to any action or proceeding or settlement involving the Assigned IPR or the Licensed IPR in the United States as well as in other countries, and Assignor hereby appoints Assignee its sole agent for that purpose. Without further consideration to Assignor than herein provided, but at the reasonable cost of Assignee, Assignor will cooperate in all requests by Assignee of Assignor relating to the licensing or sublicensing, filing, prosecution, maintenance, defence, and enforcement of the Assigned IPR or the Licensed IPR in the United States as well as in other countries. As to enforcing the Licensed IPR in the United States as well as in other countries, Assignor hereby explicitly reserves no interest to enforce the Licensed IPR on its own, and in view of this and the foregoing, Assignor and Assignee do consider Assignor to be considered a "necessary party" as that term is understood in US Patent Litigation or other jurisdictions, with respect to enforcement in the US or other jurisdictions of any Licensed IPR.

4. **SPECIAL ASSIGNED IPR**

- 4.1 This Assignment Agreement applies to Special Assigned IPR with the modifications set out in this section 0.
- 4.2 The Parties agree to execute the assignment of Special Assigned IPR from Assignor to Assignee as soon as practicably possible and to the extent possible on the assignment terms that apply to Assigned IPR, and Assignor binds itself and its successors, to do, upon Assignee's request, but without additional consideration to Assignor and its successors, all acts reasonably serving to execute the assignment of Special Assigned IPR from Assignor to Assignee. Without any limitation to the foregoing, Assignor and its successors accepts that Assignee as of the Effective Date assumes financial responsibility and operative control with respect to Assignee's filing on, prosecuting, maintaining, defending and enforcing the Special Assigned IPR. Assignor and its successors undertakes to execute and deliver to Assignee all lawful documents as may be requested by Assignee; to communicate to Assignee all facts known to Assignor or its successors re-

lating to the Special Assigned IPR and the inventions and discoveries in the Special Assigned IPR, or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in the control of Assignor or its successors and which may be useful for establishing the facts of conceptions, disclosures, and reduction to practice of inventions and discoveries in the Special Assigned IPR.

- 4.3 Assignor grants, without additional consideration, to Assignee, who hereby accepts, an exclusive, perpetual, world wide, royalty-free licence to exploit Special Assigned IPR until such time when the assignment of Special Assigned IPR from Assignor to Assignee has been executed. Without any limitation to the foregoing, the Parties agree that this licence to the extent possible confer the Parties with the rights and obligations set out in section 3.

5. **MODIFICATION OF THE ASSIGNMENT FEE**

- 5.1 The Preliminary Assignment Fee has on a preliminary basis been calculated in accordance with the principles set out in **Schedule 4** with a view that the Preliminary Assignment Fee shall reflect the true and fair market value of Assigned IPR on the Effective Date.
- 5.2 Deloitte Statsautoriseret Revisionsaktieselskab, Denmark, (hereinafter "Deloitte") shall verify the Preliminary Assignment Fee with a view to establish a final assignment fee (hereinafter "True Assignment Fee") that reflects the true and fair market value of Assigned IPR on the Effective Date. If Deloitte finds that the Preliminary Assignment Fee is higher than the True Assignment Fee, Assignor shall repay the difference to Assignee. If Deloitte finds that the Preliminary Assignment Fee is lower than the True Assignment Fee, Assignee shall make payment of the difference to Assignor.
- 5.3 If tax authorities for tax purposes modify the True Assignment Fee so that the modified fee deviates more than 10 % from the True Assignment Fee, Assignee has the right to terminate this Assignment Agreement in its entirety.
- 5.4 If tax authorities for tax purposes raise the True Assignment Fee and the Assignment Agreement is not terminated in accordance with section 5.3, the Assignee shall make payment of the difference to Assignor. If tax authorities for tax purposes reduce the True Assignment Fee and the Assignment Agreement is not terminated in accordance with section 5.3, the Assignor shall repay the difference to Assignee.
- 5.5 Payments under section 5.4 shall be executed without undue delay after the tax authorities' decision has been issued or, if that decision is appealed, after a final administrative decision or judicial judgement has been rendered.



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6. **MODIFICATION OF SCHEDULES 1 AND 2 AFTER THE EFFECTIVE DATE**

- 6.1 Each Party may for the sake of clarity request that a particular IPR is inserted in Schedule 1. If the other Party does not agree with such modification of Schedule 1, either Party may request that the conflict is settled by arbitration, cf. section 8.
- 6.2 Each Party may for the sake of clarity request that a particular IPR that Assignor is not entitled to assign is inserted in Schedule 2. If the other Party does not agree with such modification of Schedule 2, either Party may request that the conflict is settled by arbitration, cf. section 8.

7. **MISCELLANEOUS**

- 7.1 Assignee may assign Assigned IPR in full or in part to a third party.
- 7.2 Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as to the other Party hereto at the address first given above, or to such other address either Party shall have given notice of pursuant hereto.
- 7.3 This Assignment Agreement and the Schedules hereto represent the entire understanding and agreement of the Parties and supersede all prior agreements, understandings or arrangements among the Parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed by a written instrument signed by the Assignor and the Assignee, and any provision hereof can be waived only by written instrument signed by the Party against whom enforcement of such waiver is sought.
- 7.4 If any provision of this Assignment Agreement shall be entirely or partly invalid or unenforceable, this shall not affect the validity and enforceability of all other provisions of this Assignment Agreement. The Parties shall agree on a legally effective alternative provision that comes as close as possible to the intentions of the Parties. The same applies mutatis mutandis with respect to any gap in the provisions.
- 7.5 The Schedules to this Assignment Agreement constitute an integral part of this Assignment Agreement and each is hereby incorporated into this Assignment Agreement by this reference.
- 7.6 The Parties covenant and agree that, subsequent to the execution and delivery of this Assignment Agreement and without any additional consideration, each of the Parties shall execute and deliver any further legal instruments and perform such acts which are or may become necessary to effectuate the purposes of this Assignment Agreement.
- 7.7 While all taxes from any consideration given pursuant to any terms hereunder shall be borne by the Assignee, nothing contained in or relating to this Assignment Agreement

shall constitute or be deemed to constitute a partnership or joint venture or any agency relationship among the Parties hereto; each of Assignor and Assignee are independent contractors.

**8. JURISDICTION AND ARBITRATION**

- 8.1 This Assignment Agreement shall be deemed to be subject to, and have been made under, and shall be construed and interpreted in accordance with the laws of Denmark without reference to any choice of law provisions that might refer such construction and interpretation to the laws of another state, republic, or country. This Assignment Agreement is performable in part in Denmark and the Parties mutually agree that personal jurisdiction and venue for any dispute, controversy or claim arising out of, or in connection with this Assignment Agreement or the breach, termination or validity thereof shall be proper in Denmark. Any dispute arising out of or in connection with the present Assignment Agreement shall be finally settled by arbitration in accordance with "Rules of Arbitration Procedure of the Danish Institute of Arbitration".
- 8.2 The Danish Institute of Arbitration shall appoint the arbitrators in accordance with the above rules. Where the case is to be decided by three arbitrators, the claimant may propose an arbitrator in the statement of claim. The respondent may also propose an arbitrator in the statement of defence. The Danish Institute of Arbitration shall propose the third arbitrator, who shall be the chairman of the arbitral tribunal, unless the parties jointly propose a chairman before the deadline for the respondent's submission of the statement of defence.
- 8.3 The venue of the arbitral tribunal has been agreed as Copenhagen, Denmark, and the language of the proceedings shall be English.

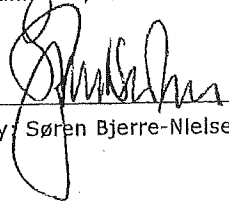
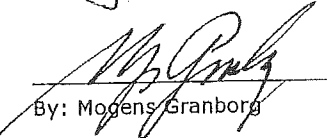
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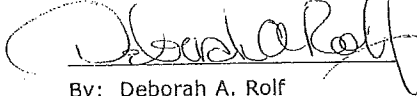
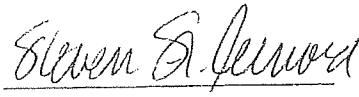
IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be duly signed and executed, on

Date: 15 April 2008

Danisco A/S:

  
By: Søren Bjerre-Nielsen  
By: Mogens Granborg

Danisco USA Inc.:

  
By: Deborah A. Rolf  
By: Steve St. Arnold

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Schedule 1

**Particular IPR comprised by Assignor IPR**

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Ref.	Country	Trademark	Classes	Registered Owner	Application No	Application Date	Registration No	Registration Date	Renewal Due	Status	Department
C1484	Thailand	LITESSE	1	Danisco USA Inc. (Ardasley)	298086	24-Nov-1995	TM55358	14-Feb-1997	23-Nov-2015	Registered	Sweeteners
14528	United States of America	LITESSE	1	Danisco USA Inc., Kansas (reg. owner as at 12.06.06)	76/345,181	03-Dec-2001	2,604,825	06-Aug-2002	06-Aug-2012	Registered	Sweeteners
15404/W	WIPO	LITESSE	1, 5, 29, 30, 32	Danisco USA Inc. (Ardasley)	806411	05-Mar-2003	806411	05-Mar-2003	05-Mar-2013	Pending	Sweeteners
C1493	Japan	LITESSE > FIG < (white cloud)		Danisco USA Inc. (Ardasley)	1991/24390	11-Mar-1991	2660404	31-May-1994	31-May-2014	Registered	Sweeteners
C1494	Argentina	LITESSE > FIG < (white cloud in black frame)	1	Danisco USA Inc. (Ardasley)	1826009	03-Dec-1991	1967270	28-Oct-1993	15-Jan-2014	Registered	Sweeteners
C1497	Benelux	LITESSE > FIG < (white cloud in black frame)	1	Danisco Cultor America, Inc.	71023	10-Dec-1990	490160	10-Dec-1990	10-Dec-2010	Registered	Sweeteners
C1490	Bolivia	LITESSE	1	Danisco	11210	20-Nov-	54034-C	24-Nov-1992	24-Nov-	Registered	Sweet-