

11-22-1999



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To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Meat Research Corporation**

11-8-99

2. Name and address of receiving party(ies):

Name: **Meat & Livestock Australia Limited**

Internal Address:

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Street Address: **Level 1, 165 Walker Street,**

**North Sydney, New South Wales, 2060, AUSTRALIA**

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Execution Date: **July 1, 1998**

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No. (s) **01/17/1999 PUBLISHED 09/01/1999 01/380,027**  
**01 09/380,027 40.00 OP**

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **David G. Duckworth**

Internal Address:

Street Address: **DRUMMOND & DUCKWORTH**

**4590 MacArthur Blvd., Suite 500**

City: **Newport Beach** State: **CA** ZIP: **92660**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

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9. 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.

**David G. Duckworth**

*David G. Duckworth* Nov 8, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

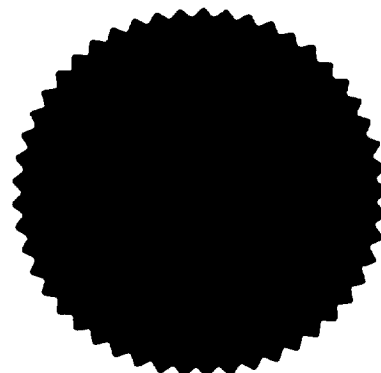
**16**

I, Melvyn Barnett, Notary Public, hereby certify that the attached document is a true and correct copy of the **Assignment** between **Meat Research Corporation** (Assignor) and **Meat & Livestock Australia Limited** (Assignee) having an effective date of 1 July 1998.

Date: 18/12/98

Signed: *M. Barnett*

MELVYN BARNETT, LL.B.  
BARRISTER, SOLICITOR  
& NOTARY PUBLIC,  
543 STATION STREET,  
BOX HILL, VICTORIA  
AUSTRALIA



# ASSIGNMENT

Effective as of 1 July 1998

BETWEEN

**ASSIGNOR: MEAT RESEARCH CORPORATION**

Level 6, 26 College Street, Sydney, New South Wales, 2000, Australia

AND

**ASSIGNEE: MEAT & LIVESTOCK AUSTRALIA LIMITED**

A.C.N. 081 678 364

Level 1, 165 Walker Street, North Sydney, New South Wales, 2060, Australia

Prepared by: **Patent Attorney Services**  
26 Ellingworth Parade  
Box Hill Vic 3128  
Australia

Telephone: (03) 9890 7070  
Facsimile: (03) 9890 1337  
Email: [patent@ozonline.com.au](mailto:patent@ozonline.com.au)

**PATENT**  
**REEL: 010385 FRAME: 0146**

## ASSIGNMENT

THIS ASSIGNMENT is made effective as of the 1st day of July 1998.

BETWEEN

**MEAT RESEARCH CORPORATION**, a statutory corporation established and existing by Act of Parliament of Australia, of Level 6, 26 College Street, Sydney, New South Wales, 2000, Australia ("MRC") of the one part,

AND

**MEAT & LIVESTOCK AUSTRALIA LIMITED**, Australian Company Number 081 678 364, a company limited by guarantee which is established and existing under the laws of Australia, of Level 1, 165 Walker Street, North Sydney, New South Wales, 2060, Australia ("MLA") of the other part.

WHEREAS:

- (1) By operation of the Act of Parliament of Australia entitled "Australian Meat and Livestock Industry (Repeals and Consequential Provisions) Act 1997", ("the Act"), MRC shall cease to exist and MLA shall become the assignee and successor in title of all the intellectual property rights, including patent, trade mark and design rights, of MRC and the purpose of this assignment is to give effect to the provisions of the Act in jurisdictions other than Australia.
- (2) MRC is in the territories or countries identified in Schedule I hereto the patentee or the joint patentee in respect of the patents short particulars of which are set out in Schedule I hereto.
- (3) MRC is in the territories or countries identified in Schedule II hereto the patent applicant or the joint patent applicant in respect of the patent applications short particulars of which are set out in Schedule II hereto.
- (4) MRC is the patent applicant in respect of the International patent application short particulars of which are set out in Schedule III hereto.

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- (5) MRC is in Australia the patent applicant in respect of the Australian patent application short particulars of which are set out in Schedule IV hereto.
- (6) MRC is in the country identified in Schedule V hereto the applicant in respect of the design application short particulars of which are set out in Schedule V hereto.
- (7) MRC is in the country identified in Schedule VI hereto the owner in respect of the trade mark application short particulars of which are set out in Schedule VI hereto.
- (8) MRC has agreed to confirm the assignment and transfer of title of its intellectual property rights in all countries foreign to Australia to MIA effected by the Act including its entire rights in and to
- the patents identified in Schedule I,
  - the patent applications identified in Schedule II,
  - the International patent applications identified in Schedule III,
  - the rights to file International and foreign patent applications based on and claiming priority of the patent application identified in Schedule IV,
  - the design application identified in Schedule V,
  - the trade mark application identified in Schedule VI,
  - any divisional or continuation application in any territory or country based on any of the applications identified in Schedules II to VI hereto inclusive,
  - the invention the subject of the said patents and patent applications,
  - the design the subject of the said design application,
  - the trade mark the subject of the said trade mark application, and
  - the right to sue for and recover damages or other remedies in the territories or countries foreign to Australia identified in Schedules I to VI inclusive for past infringement of rights assigned hereby.

(9) The joint patentees and joint patent applicants identified in Schedules I, II and III ("the co-owners") namely:

- Commonwealth Scientific and Industrial Research Organisation, of Limestone Avenue, Campbell, ACT 2601, Australia,
- University of New England, of Armidale, New South Wales 2350, Australia, and
- Amcor Limited, c/- Conoflex Packaging, 94-98 Cosgrove Road, Enfield, New South Wales 2136, Australia

have consented to the assignment from MRC to MLA of ownership and other rights in which the co-owners have joint rights with MRC and which are effected hereby.

NOW THIS DEED WITNESSETH pursuant to the foregoing MRC does hereby assign to MLA and does hereby confirm the transfers of title of its intellectual property rights in all countries foreign to Australia to MLA effected by the Act including its entire rights in and to

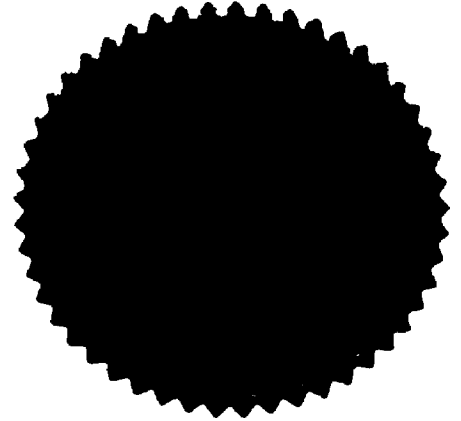
- the patents identified in Schedule I,
- the patent applications identified in Schedule II,
- the International patent applications identified in Schedule III,
- the rights to file International and foreign patent applications based on and claiming priority of the patent application identified in Schedule IV,
- the design application identified in Schedule V,
- the trade mark application identified in Schedule VI,
- any divisional or continuation application in any territory or country based on any of the applications identified in Schedules II to VI hereto inclusive,
- the invention the subject of the said patents and patent applications,
- the design the subject of the said design application,
- the trade mark the subject of the said trade mark application, and
- the right to sue for and recover damages or other remedies in the territories or countries foreign to Australia identified in Schedules I to VI inclusive for past infringement of rights assigned hereby.

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is hereby certified that the transaction hereby effected in respect of rights and title in the United Kingdom, does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the consideration or the aggregate amount or value of the consideration exceeds UK£60,000.

THE COMMON SEAL of  
MEAT RESEARCH CORPORATION  
was hereunto affixed in the presence  
of:

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*



THE COMMON SEAL of  
MEAT & LIVESTOCK AUSTRALIA LIMITED  
was hereunto affixed in the presence  
of:

*[Handwritten signature]* Director  
*[Handwritten signature]* Secretary



SCHEDULE I

FOREIGN PATENTS

COUNTRY	PATENT NO	TITLE	CO-OWNER
Argentina	248841	Fat depth measuring apparatus	University of New England
Canada	1334046	Automatic animal carcass splitting	Commonwealth Scientific & Industrial Research Organisation
	2003744	Animal sticking	Commonwealth Scientific & Industrial Research Organisation
France	0508551	Automatic animal carcass splitting	Commonwealth Scientific & Industrial Research Organisation
	0446258	Animal sticking	Commonwealth Scientific & Industrial Research Organisation
Germany	P3854204.8	Automatic animal carcass splitting	Commonwealth Scientific & Industrial Research Organisation
	P68912948.3	Animal sticking	Commonwealth Scientific & Industrial Research Organisation
New Zealand	246311	Fat depth measuring apparatus	University of New England
	251947	Image analysis for meat	None
	266408	Controlled release antiparasitic compositions	Commonwealth Scientific & Industrial Research Organisation
	293519	Rectum separating	Commonwealth Scientific & Industrial Research Organisation
	306381	Oesophagus sealing	None
	272451	Tissue sampling	None
	235515	Carcass splitting	Commonwealth Scientific & Industrial Research Organisation
	231350	Animal sticking	Commonwealth Scientific & Industrial Research Organisation



New Zealand (continued)	241576	Animal sticking	Commonwealth Scientific & Industrial Research Organisation
	235840	Head washing	Commonwealth Scientific & Industrial Research Organisation
	260172	Method of treating skins	None
South Africa	94/3647	Controlled release antiparasitic compositions	Commonwealth Scientific & Industrial Research Organisation
USA	5,520,183	Fat depth measuring apparatus	University of New England
	5,688,164	Rectum separating	Commonwealth Scientific & Industrial Research Organisation
	5,741,177	Tissue sampling	None
	5,312,292	Automatic animal processing	Commonwealth Scientific & Industrial Research Organisation
	5,195,923	Automatic animal processing	Commonwealth Scientific & Industrial Research Organisation
	5,240,453	Animal sticking	Commonwealth Scientific & Industrial Research Organisation
	5,312,293	Head washing	Commonwealth Scientific & Industrial Research Organisation
European Patent Office	0735824 (designating: DE, DK, FR, GB, NL)	Rectum separating	Commonwealth Scientific & Industrial Research Organisation

**SCHEDULE II**

**Foreign National or Regional patent applications**

<b>COUNTRY</b>	<b>APPLICATION NO</b>	<b>TITLE</b>	<b>CO-OWNER</b>
<b>Argentina</b>	19980101621	Calibration of imaging systems	None
	328304	Controlled release antiparasitic compositions	Commonwealth Scientific & Industrial Research Organisation
<b>Brazil</b>	PI9406627.2	Controlled release antiparasitic compositions	Commonwealth Scientific & Industrial Research Organisation
<b>Canada</b>	2126088	Fat depth measuring apparatus	University of New England
	2133825	Image analysis for meat	None
	2163455	Controlled release antiparasitic compositions	Commonwealth Scientific & Industrial Research Organisation
	2177391	Rectum separating	Commonwealth Scientific & Industrial Research Organisation
	2195000	Oesophagus sealing	None
	Awaited (national phase of PCT/AU96/00488)	Head meat recovery	Commonwealth Scientific & Industrial Research Organisation
	2193116	Meat deboning	Commonwealth Scientific & Industrial Research Organisation
<b>Denmark</b>	1533/90	Automatic animal processing	Commonwealth Scientific & Industrial Research Organisation
	0977/91	Animal sticking	Commonwealth Scientific & Industrial Research Organisation
<b>New Zealand</b>	328777	Animal pelt removal	None
	313563	Head meat recovery	Commonwealth Scientific & Industrial Research Organisation
	288141	Meat deboning	Commonwealth Scientific & Industrial Research Organisation

South Africa	98/1760	Calibration of imaging systems	None
United Kingdom	2317323	Animal pelt removal	None
USA	08/318839	Image analysis for meat	None
	08/549755	Controlled release antiparasitic compositions	Commonwealth Scientific & Industrial Research Organisation
	08/765986	Oesophagus sealing	None
	Awaited - (national phase of PCT/AU96/00488)	Head meat recovery	Commonwealth Scientific & Industrial Research Organisation
	08/750631	Meat deboning	Commonwealth Scientific & Industrial Research Organisation
European Patent Office	93911393.2 (designating DE, FR, GB)	Image analysis for meat	None
	96911870.2 (designating DE, DK, FR, GB, NL, SE)	Oesophagus sealing	None
	94916095.6 (designating DE, ES, FR, GB, IT)	Controlled release antiparasitic compositions	Commonwealth Scientific & Industrial Research Organisation
	96925600.7 (designating DE, DK, FR, GB, IE, NL, SE)	Head meat recovery	Commonwealth Scientific & Industrial Research Organisation

**SCHEDULE III****International Patent Applications**

<b>Application No.</b>	<b>Title</b>	<b>Countries/Regions designated</b>	<b>Co-Owner</b>
<b>PCT/AU98/00135</b>	<b>Calibration of imaging systems</b>	<b>BR, CA, JP, NZ, US, EP, and all other permitted designations at the date of filing</b>	<b>None</b>
<b>PCT/AU97/00187</b>	<b>Packaging meat product</b>	<b>BR, CA, JP, NZ, US, EP, and all other permitted designations at the date of filing</b>	<b>Ancor Limited</b>

SCHEDULE IV

Foreign priority rights based on Australian patent application

No.	Title	Filing date
PO9439	Anal sealing	26 September 1997

SCHEDULE V

Foreign design application

Country	No	Title
Japan	Awaited (filing date 8 May 1998)	Oesophagus plug