

08-31-2001

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AUG 24 2001

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attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Deborah Ann Lewis, David Adrian Lewis  
and Victor Marcus Lewis** *S 24-01*  
Additional names(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: **Byron Australia Pty. Ltd.**  
Address: **19 A Boundary Street**  
City: **Rushcutters Bay** State/Prov.:  
Country: **Australia** ZIP: **NSW 2011**  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: **7/25/01; 7/25/01; 7/25/01**

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:  
Patent Application No.      Filing date  
**09/856,133**                      **May 17, 2001**  
Additional numbers attached?  Yes  No

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

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Edward W. Grolz**  
Registration No. **33,705**  
Address:  
**SCULLY, SCOTT, MURPHY & PRESSER**  
**400 Garden City Plaza**  
City: **Garden City** State/Prov.: **New York**  
Country: **USA** ZIP: **11530**

8. Deposit account number:  
**19-1013/SSMP**

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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.*  
**Edward W. Grolz**  
Name of Person Signing

*Edward W. Grolz*  
Signature  
**August 22, 2001**  
Date  
**6**  
Total number of pages including cover sheet, attachments, and document:

**ASSIGNMENT**

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, **we**, the undersigned, **Deborah Ann Lewis, David Adrian Lewis, and Victor Marcus Lewis**

Hereby sell, assign and transfer to **Byron Australia Pty. Ltd.** a corporation of Australia having a place of business at **19 A Boundary Street, Rushcutters Bay, NSW 2011, Australia** its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all improvements which are disclosed and claimed, and as possessed by the undersigned, any and all improvements which are disclosed but not claimed, in the application for United States Patent, which has been executed by the undersigned on and is entitled **BREAKFAST CEREAL BISCUIT**

**COMPRISING WAXY GRAIN**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed on any of said improvements disclosed in said application; and in and to all original and reissued patents which have been or shall be issued on said improvements;

Authorize and request the Commissioner of Patents to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with

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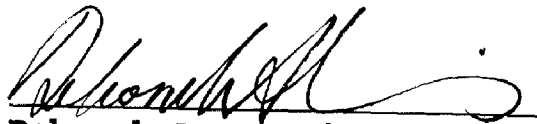
this assignment, any and all United States Letters Patent on said improvements, or any of them, disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent for said improvements, or any of them; and may claim, in applications for said foreign Letters Patent, the priority of the aforesaid United States application under the provisions of the International Convention; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

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**PATENT**  
**REEL: 012114 FRAME: 0761**

**Covenant** with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

  
**Deborah Ann Lewis**

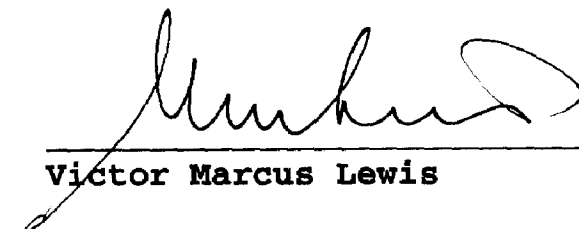
Date: 25/7/01

Witness: MP Canter

  
**David Adrian Lewis**

Date: 25 July 2001

Witness: MP Canter

  
**Victor Marcus Lewis**

Date: 25/7/01

Witness: MP Canter

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