

02-27-2002



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PATENTS

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Attorney Ref. No. 98,694

FORM PTO-1595

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties:

BGP Industries PTY LTD

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Nontox Environmental Solutions PTY LTD

Internal Address: \_\_\_\_\_

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other :

Execution Date: January 7, 2002

Street Address: 7 Margaret Street

City: Palmwoods State: Queensland, Australia

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

4. Application number(s) or patent number(s): 1

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

A. Patent Application No.(s)

B. Patent No.(s)

6,107,246Additional numbers attached? ☐ Yes ☒ No

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

Name: Steven J. Sarussi

Company Name: McDonnell, Boehnen, Hulbert &amp; Berghoff

Street Address: 300 South Wacker Drive, Suite 3200

City: Chicago State: IL ZIP: 60606

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41) ..... \$40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: 13-2490

DO NOT USE THIS SPACE

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.*Steven J. Sarussi

Printed Name of Person Signing

Signature

Date: January 22, 2002

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

02/26/2002 TDIAZ1 00000158 6107246

01 FC:581

40.00 DP

PATENT  
REEL: 012598 FRAME: 0770

This DEED is made this

7

day of

January

2000  
19

between

**BGP INDUSTRIES PTY LTD** ACN 071 692 825 of Level 2, "Archer House",  
12 Aerodrome Road, Maroochydore QLD 4558 ("The Assignor")

and

**NONTOX ENVIRONMENTAL SOLUTIONS PTY LTD** ACN 091 028 741  
of 7 Margaret Street, Palmwoods QLD 4555 ("The Assignee")

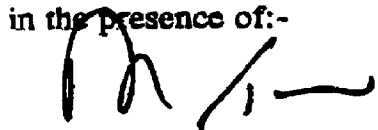
# WHEREAS

- A. The Assignor is the beneficial owner and holder of the intellectual property rights referred to in this deed;
- B. The Assignor is the beneficial owner and holder of all the currently issued shares in the Assignee;
- C. The Assignor is to assign the intellectual property to the Assignee for a consideration of \$1 which the Assignor acknowledges having received.

THIS DEED WITNESSES that the Assignor hereby assigns and sets over free of all encumbrances, liens and adverse interests whatsoever to the Assignee the exclusive right, title and interest in and to the Intellectual Property and all rights of action, powers, immunities, goodwill and benefits belonging or accrued in any way whatsoever thereto and the terms of the General Conditions and Schedules annexed shall form part of this Deed.

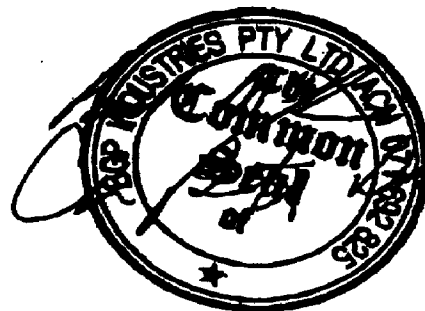
IN WITNESS WHEREOF the signatures of the parties hereto have hereunto been affixed on the day and year first hereinbefore written.

SIGNED SEALED & DELIVERED by  
**BGP INDUSTRIES PTY LTD**  
in the presence of:-



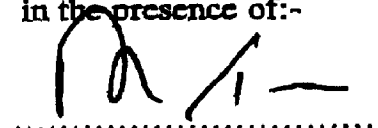
ALAN GRAHAM TAYLOR  
Solicitor

Witness



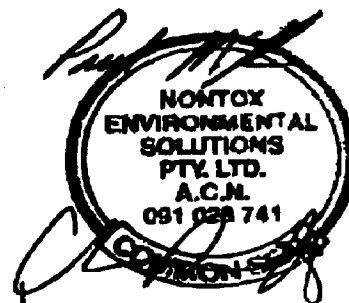
Director

SIGNED SEALED & DELIVERED by  
**NONTOX ENVIRONMENTAL SOLUTIONS PTY LTD**  
in the presence of:-



ALAN GRAHAM TAYLOR  
Solicitor

Witness



Director

Director

## **GENERAL CONDITIONS**

### **1. WARRANTIES AND COVENANTS - Intellectual Property**

1.1 The covenants and warranties of the Assignor contained herein, shall not merge in nor be extinguished, but shall be and remain in full force and effect until satisfied or discharged in accordance with the terms of this Deed.

#### **1.2 Warranties**

The Assignor hereby expressly warrants to the Assignee in respect of those matters that are within the Assignee's knowledge that:-

- (a) it is solely, absolutely and beneficially entitled to the Intellectual Property which currently exists or which he will develop and to all rights pertaining thereto free of any form of encumbrance whatsoever;
- (b) it has full power and authority to make the Assignment;
- (c) it has not knowingly done or omitted to do or permitted any other to do or omit to do any act or thing whatsoever whereby the Intellectual Property may be invalidated or whereby their title thereto may be encumbered or otherwise prejudicially affected or by which the due performance of this Deed shall be hindered or prevented in any way whatsoever;
- (d) it has not disclosed and will not disclose the Technical Information to any person other than to persons with whom he was in negotiation for the purpose of commercialising the Intellectual Property;
- (e) there is no claim or suit or litigation pending concerning or purporting to affect adversely the Intellectual Property;
- (f) each and every concept which is essential to the operation and commercialisation of the Product has been included in the Intellectual Property; and
- (g) it is not aware of any contrary application by any person not a party to this Deed for the Intellectual Property anywhere in the World.
- (h) the Assignor has not traded the intellectual property or anything which arises from it.

#### **1.3 Covenants**

The Assignor hereby expressly undertakes to the Assignee at the cost and expense of the Assignee to:-

- (a) at any time hereafter at the request of the Assignee to sign any document and use its best endeavours to more completely assure and confirm the Assignment

and shall permit the Assignee to amend any subsequent applications in respect of the Intellectual Property without any consent of or reference to the Assignor where such amendment is necessary at the discretion of the Assignee to obtain a grant (where necessary or appropriate in the circumstances) of Intellectual Property from any relevant statutory authority; and in the event that the Assignor is either unwilling or unable to comply with this sub-clause within fourteen (14) days of his receipt of a written request by the Assignee, the Assignor hereby irrevocably appoints the Secretary of the Assignee in any part of the World in respect of those activities envisaged by this sub-clause 1.3 the attorney of the Assignor for the purpose of the Assignee having the full use, benefit and protection of the Intellectual Property; and the Assignor hereby agrees to ratify and confirm all and whatsoever the attorney or his substitute shall lawfully do or cause to be done by virtue of the Power of Attorney contained in this clause and the Assignor authorises the Attorney to register this Power of Attorney at any place;

- (b) allow the Assignee at all times hereafter to enjoy the full sole and absolute benefit of the Intellectual Property wherever granted throughout the World without interruption, disturbance or interference from or by any person claiming through, under, in right of or in trust for the Assignee;
- (c) refrain without the written consent of the Assignee, from disclosing to any person the nature of the Intellectual Property;
- (d) where the Assignor becomes aware of any exploitation of the Intellectual Property by any other person in contravention of this Deed, notify the Assignee forthwith and thereafter to co-operate in every way whatsoever with the Assignee in the event that the Assignee commences any action against any other person as the Assignee may deem expedient to protect its rights under this Deed.

#### **1.4 Provision of Technical Information**

As is appropriate and/or when so requested by the Assignee during the Term, the Assignor hereby expressly undertakes to effectively communicate to the Assignee and/or its nominees the Technical Information.

## **2. INDEMNITIES**

2.1 The Assignor hereby agrees to fully effectually and promptly indemnify the Assignee against any loss (either direct or indirect) damage or expense whatsoever which the Assignee may suffer or incur in respect of:-

- (a) any breach by the Assignor of the provisions of this Agreement; or
- (b) any claim or demand or suit by any person against the Assignee arising out of or in respect of the Assignment;

2.2 The Assignee hereby irrevocably:-

- (a) releases the Assignor; and
- (b) waives all claims which the Assignee may have in the future against the Assignor but for this clause 2.2;

in respect of any action claim or remedy whatsoever in any way attributable to the Assignment.

### **3. CONFIDENTIALITY**

- 3.1 The parties expressly agree that the Board minutes, Shareholders resolutions, Technical Information and Material exchanged by and between the Assignor and the Assignee in respect of the Intellectual Property shall be deemed confidential ("confidential information") and the sole property of the Assignee and shall not be thereafter divulged to persons not a party to this Deed.

### **4. NO REPRESENTATIONS**

- 4.1 The Assignee acknowledges that no representations in connection with this Assignment have been made by the Assignor other than as is set forth in this Deed.

### **5. INTERPRETATION**

- 5.1 Unless the context otherwise requires, the following terms should have the meanings ascribed to them:-

**Assignment**                      the assignment of the Intellectual Property to the Assignee pursuant to this Deed;

**Copyright**                      those rights of copyright under the Commonwealth Copyright Act in respect of the Material and other rights of copyright throughout the World;

**this Deed**                      this Assignment Deed and amendments hereto and any other instrument expressed to be supplemental to this Deed and all amendments thereto;

**Intellectual  
Property**                      The following rights

Australian Trade Mark number 709580 - "Nontox"  
National Registration Authority No. CRIS 49039  
Patent application no. 29440/97 - Australia  
Patent application no. 97195465.8 - China  
Patent application no. 199801074 - Eurasia  
Patent application no. 97 923 663.5 - Europe  
Patent application no. 500011/1998 - Japan  
Patent application no. 98/09930 - Mexico  
Patent application no. 333008 - New Zealand

Patent application no. P19712832-5 - Brazil  
Patent application no. 2,256,732 - Canada  
Patent application no. 09/194,472 - USA

and jointly and severally the Copyright, Design Rights, and the Technical Information and all other rights relating thereto.

**Material** jointly and severally those client lists, formulae, notes, correspondence, drawings and other written material or software associated with the Product and being the property of the Assignee;

**Person** includes a trust, firm and/or company;

**Product** Non toxic herbicide;

**Technical Information** all that information, advice and knowhow of a proprietary nature owned by the Assignee in relation to the Product;

**World** jointly and severally all territories and countries of the World including the Commonwealth of Australia.

**Trademark** The Trademark referred to above.

5.2 Words denoting the singular number shall include the plural and vice versa and words denoting any gender shall include every gender.

5.3 Any reference whatsoever in this deed to any Act, or any section of any Act of Parliament or Government or any ancillary Statutory Regulation whether in Australia or elsewhere, shall be read as though the words "or any effectual modification or re-enactment thereof" were added to such reference.

## **SCHEDULE 1**

### **1. NOTICES**

- 1.1 Any notice, communication or other document authorised or required to be given or served pursuant to this Deed ("communication") shall unless otherwise specifically provided by this Deed, be in writing addressed as follows to the relevant party at the address first hereinbefore written or at such other address as the relevant addressee may hereafter specify for such purpose to other parties hereto by notice in writing.
- 1.2 A written communication includes a communication by facsimile transmission. The issuer of any communication by facsimile transmission shall forthwith confirm the same by letter but the failure by the addressee to receive such letter shall not prejudice the validity or effect of such telex communication.
- 1.3 A communication shall be signed by the party originating the communication or by a director, secretary or officer of the Assignee or the Assignee as the case may be.

### **2. FURTHER ASSISTANCE**

- 2.1 Each party hereto agrees with the other that it will at all times and from time to time hereafter do and perform all such further acts, matters and things and execute and deliver all such further deeds, documents and instruments as shall be necessary or requisite in order fully to perform, give effect to and carry out the provisions of this Deed.

### **3. MISCELLANEOUS**

- 3.1 This Deed and the construction and interpretation thereof shall be governed by the laws of the State of Queensland.
- 3.2 Any reference herein to times or dates are references to those times and dates in Brisbane, Queensland, notwithstanding that the action required on or by those times and dates is to take place elsewhere.
- 3.3 The headings herein are for ease of reference only and shall not affect the interpretation or construction of this Deed.
- 3.4 This Deed shall be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and assigns, provided that no party shall assign any of its rights or privileges hereunder without the prior written consent of the others.
- 3.5 This deed shall supersede all prior agreements with respect to the transactions contemplated herein and therein.
- 3.6 No failure to exercise and no delay in exercising on the part of any of the parties hereto of any right, power or privilege shall be deemed a waiver by such party of any subsequent right, power or privilege shall be deemed a waiver by such party of any

subsequent right, power or privilege whether of a like nature or otherwise. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

- 3.7 In the event of any provision of this Deed being determined or held to be unenforceable or invalid, such clause or provision shall be severed herefrom without affecting the enforceability or validity of any other provisions and clauses hereof unless such severance would substantially alter the commercial efficacy and intent of the remaining provisions of this Deed.