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1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Docket No.: 50179-026

PATENTS ONLY

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereto:

1. Name of Conveying Party(ies):

Goodman Fielder Limited

10-3-02

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

Name: Penford Holdings Pty Limited

Address: 777 108th Avenue

NE Suite 2390

Bellevue, Washington 98004

Additional name(s) of conveying party(ies) attached? ☐ Yes

3. Nature of Conveyance:

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

Execution Date: August 14, 2000 and August 25, 2000

Additional name(s) & address(es) attached? ☐ Yes

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

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

A. Patent Application No(s).

08/448,582 and 08/967,826

B. Patent No(s).

Additional numbers attached? ☐ Yes

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

Name: MCDERMOTT, WILL &amp; EMERY

Internal Address:

Street Address: 600 13<sup>th</sup> Street, N.W.

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41)

\$80.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

500417

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.*

Robert L. Price, Reg.# 22,685

October 3, 2002

Name and Registration No. of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

Oct 3, 2002

CMB No. 0851-0011 (exp. 4/94)

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PATENT  
REEL: 13356 FRAME: 0976

# Deed of Assignment of Patent Applications

Goodman Fielder Limited

Penford Holdings Pty Limited

Grosvenor Place  
225 George Street  
SYDNEY NSW 2000  
Telephone: (02) 9258 6000  
Fax: (02) 9258 6999

29 August 2000

Ref: JMcL.LMR.02-1250-2644

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PATENT  
REEL: 13356 FRAME: 0977

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**ANNEXURE**

**A PATENT APPLICATIONS**

**DEED OF ASSIGNMENT OF PATENT APPLICATIONS**

**DATE** 29 August 2000

**PARTIES**

**Goodman Fielder Limited** ABN 44 000 003 958 (the "Assignor")

**Penford Holdings Pty Limited** ACN 094 279 339 (the "Assignee")

**RECITALS**

- A. The Assignor is the owner of the the Patent Applications, which are used in the Business.
- B. Ingredients (a related body corporate of the Assignor) has entered the Share Sale Agreement with the Assignee with respect to the shares in SAL.
- C. SNZL is a wholly owned subsidiary of SAL.
- D. The Assignor agrees to assign all of its rights and interests in the Patent Applications, excluding the Goodwill, to the Assignee on the terms set out in this deed.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

**1.1 Definitions**

The following definitions apply in this deed.

"**Business**" means the business of SAL and SNZL at the date of this deed.

"**Business Day**" means a day on which commercial banks are open for general banking business in New South Wales.

"**Completion**" means completion of the Share Sale Agreement.

"**Goodwill**" means the goodwill of the Business concerned in the Patents.

"**Ingredients**" means Goodman Fielder Ingredients Limited ABN 11 000 147 580.

"**Patent Applications**" means the patent applications specified in annexure A.

"**Patents**" means the inventions that are the subject of the Patent Applications.

"**SAL**" means Starch Australasia Limited ABN 48 003 780 229.

"**Share Sale Agreement**" means the agreement of that name between Ingredients and the Assignee dated on or about the date of this deed.

"**SNZL**" means Starch New Zealand Limited.

"**Territory**" means, in relation to a Patent Application, the territory set out next to that Patent Application in annexure A.

## 1.2 Rules for interpreting this deed

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this deed or to any other document or agreement includes a permitted substitute or a permitted assign of that party; and
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word "**agreement**" includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The words "**subsidiary**", "**holding company**" and "**related body corporate**" have the same meanings as in the Corporations Law.
- (h) A reference to "**dollars**" or "\$" is to an amount in Australian currency.

## 2. ASSIGNMENT

- (a) By this deed, on Completion, the Assignor assigns to the Assignee, absolutely, all of its rights and interests in the Patent Applications so that Patents accepted for registration vest in the Assignee throughout the Territory, for the remainder of the term of those rights, including all renewals and extensions.
- (b) This assignment excludes the Goodwill.

**3. ASSIGNEE'S ACKNOWLEDGMENTS**

The Assignee accepts the title that the Assignor has to the rights and interests assigned by this deed. The Assignor makes no representation or warranty that the Patents do not or will not infringe anyone's rights or that any of the Patents will be registered.

**4. NOTICES**

- (a) A notice, consent or other communication under this deed is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received 3 Business Days after it is posted. If it is sent by fax, it is taken to have been received when the addressee receives it in full and legible form.
- (b) A person's address and fax number are those set out below, or as the person notifies the sender:

**Assignor**

Attention: Managing Director  
Address: 75 Talavera Road, MACQUARIE PARK NSW 2113  
Fax number: (612) 8874 6099

**Assignee**

Attention: Sue Iverson  
Address: c/- Penford Corporation  
777 108<sup>th</sup> Avenue  
NE Suite 2390  
Bellevue Washington 98004 USA  
Fax number: 1 (425) 462 2819  
(copied to Guy Sanderson of Baker & McKenzie (612) 9223 7711)

**5. AMENDMENT AND ASSIGNMENT****5.1 Amendment**

This deed may only be amended, supplemented, replaced or novated by another document signed by the parties.

**5.2 Assignment**

Before Completion, a party may only dispose of, declare a trust over or otherwise create an interest in its rights under this deed with the consent of the other party.

**6. GST****6.1 Definitions**

In this deed:

"GST" means:

- (a) the same as in the GST Law; and

- (b) any other goods and services tax, or any Tax applying to this transaction in a similar way.

"**GST Law**" means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"**Recipient**" means the entity to which a supply is made.

"**Supplier**" means the entity that makes a supply.

## **6.2 Interpretation**

- (a) Words defined in the GST Law have the same meaning in this clause.
- (b) If a party is a member of a GST group, references to GST which the party must pay and to input tax credits to which the party is entitled include GST which the representative member of the GST group must pay and input tax credits to which the representative member is entitled.

## **6.3 GST payable**

In addition to the Recipient's obligations to pay an amount or provide other consideration under this deed, the Recipient must:

- (a) pay to the Supplier an amount equal to any GST payable for anything provided or supplied by the Supplier in connection with this deed, without deduction or set-off of any other amount; and
- (b) make that payment as and when the Recipient must pay or provide the amount or any other consideration or any part of it, but the Recipient need not pay until 7 days after receiving a tax invoice.

## **6.4 Tax invoice**

The Supplier must issue a tax invoice (or an adjustment note) to the Recipient for any supply for which the Supplier may recover GST from the Recipient under this deed.

## **6.5 Overpayment of GST**

The Supplier must refund to the Recipient any overpayment by the Recipient for GST within 14 days of the Supplier becoming aware of the overpayment.

## **6.6 Costs to include GST**

If a party has a claim for a cost on which the party must pay GST, the claim is for the cost plus all GST (except any GST for which that party is entitled to an input tax credit).

# **7. GENERAL**

## **7.1 Governing law**

This deed is governed by the law in force in New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with this deed.

**7.2 Waiver of rights**

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

**7.3 Counterparts**

This deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

**7.4 Further assurance**

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to carry out and give full effect to this deed and the rights and obligations of the parties under it.

**7.5 Operation of this deed**

- (a) This deed contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this deed and has no further effect.
- (b) Any right that a person may have under this deed is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this deed enforceable, unless this would materially change the intended effect of this deed.

**7.6 Consents**

Where this deed contemplates that a party may agree or consent to something (however it is described), that party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

unless this deed expressly contemplates otherwise.



**7.7 Attorneys**

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**7.8 Costs and stamp duty**

- (a) Subject to paragraph (b), each party must bear and is responsible for its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution, completion and carrying into effect of this deed.
- (b) The Assignee must bear and is responsible for all stamp duty payable on or in respect of:
  - (i) this deed; and
  - (ii) the sale, purchase, assignment or transfer of any property under this deed.

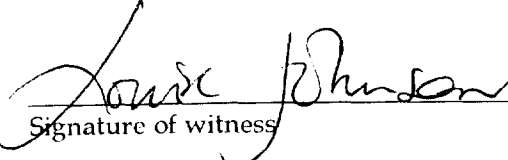
**7.9 Confidentiality**

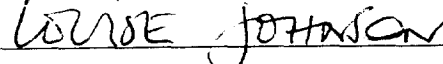
The parties must maintain absolute confidentiality concerning the existence and terms of this deed and no public announcement or communication relating to the negotiations of the parties or the existence, subject matter or terms of this deed may be made or authorised by or on behalf of a party without the prior written approval of the other party except that a party may make such disclosures in relation to this deed as it may in its reasonable discretion think necessary:

- (a) to its professional advisers, bankers, financial advisers and financiers upon those persons undertaking to keep confidential any information so disclosed; or
- (b) to comply with any applicable law or the requirement of any regulatory body (including any relevant stock exchange).

EXECUTED as a deed

SIGNED, SEALED and DELIVERED by  
GOODMAN FIELDER LIMITED under  
power of attorney in the presence of:

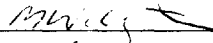
  
Signature of witness

  
Name

SIGNED, SEALED and DELIVERED for  
PENFORD HOLDINGS PTY LIMITED  
under power of attorney in the presence of:


\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

  
Signature of attorney

MARY-ANNE WILKINSON  
Name

14 August 2000  
Date of power of attorney

  
Signature of attorney

R. G. Lowndes  
Name

25 August 2000  
Date of power of attorney

**ANNEXURE A**

(clause 1.1)

**PATENT APPLICATIONS**

<b>Invention</b>	<b>Country</b>	<b>Patent Application No.</b>
Food Compositions Including Resistant Starch	Canada	Application No. 2147117
Food Compositions Including Resistant Starch	Europe	Application No. 94903702.2
Food Compositions Including Resistant Starch	Japan	Application No. 514615/94
Food Compositions Including Resistant Starch	Singapore	Application No. 9603595-1
Food Compositions Including Resistant Starch	South Korea	Application No. 95-701470
Food Compositions Including Resistant Starch	United States of America	Application No. 08/448582
High Amylose Starch and Resistant Starch Fractions	Europe	Application No. 93915566.9
High Amylose Starch and Resistant Starch Fractions	Europe	Application No. 98202909.2 Divisional of Application No. 93915566.9 -pending for hybrid maize seeds
High Amylose Starch and Resistant Starch Fractions	Japan	Application No. 504825/94
High Amylose Starch and Resistant Starch Fractions	United States of America	Application No. 08/967826