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COVER SHEET

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Attorney Docket Number 9661-0035

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
Box Assignment
Washington, DC 20231

Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 11-4-02 1. Name of conveying party(ies): **Enzymes Technology Limited Profit Beyond Assets Limite** Additional name(s) of conveying party(ies) attached? □ Yes ⋈ No Address: Unit 13, 5th Floor Vanta Industrial Centre 3. Nature of conveyance: 21-33 Tai Lin Pai Road Kwai Chung, New Territories ■ Assignment □ Merger **HONG KONG** □ Security Agreement □ Change of Name Country (if other than USA): China Execution Date: October 29, 2002 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: B. Patent No.(s) A. Patent Application No.(s) 10/146,905 Additional numbers attached? □ Yes No Name and address of party to whom correspondence Number of applications concerning document should be mailed: and patents involved: 1 PENNIE & EDMONDS LLP Total fee (37 CFR 3.41):.....\$ 40 1155 Avenue of Americas Please charge to the deposit account listed in Section 8. New York, N.Y. 10036-2711 Deposit account number: 16-1150 DO NOT USE THIS SPACE 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. November 4, 2002 Charles E. Miller Signature Date Name of Person Signing Reg. No. Total number of pages including cover sheet: 5

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

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REEL: 013478 FRAME: 0453

Assignment

THIS ASSIGNMENT is made on 38th day of October, 2002

BETWEEN:-

- (1) **PROFIT BEYOND ASSETS LIMITED**, a company incorporated and registered in the British Virgin Islands whose registered office is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the "Assignor"); and
- (2) **ENZYMES TECHNOLOGY LIMITED**, a company incorporated under the laws of The Hong Kong Special Administrative Region ("HKSAR") whose registered office is at Unit 13, 5th Floor, Vanta Industrial Centre, 21-33 Tai Lin Pai Road, Kwai Chung, New Territories, Hong Kong (the "*Assignee*").

WHEREAS:

The Assignor is the sole and exclusive owner of the United States (U.S.) Non-Provisional Patent Application ("the Application") as listed in Schedule A and the Assignee desires to acquire all right, title and interest throughout the world in, to and under the Application.

NOW THEREFORE, in consideration of the sum of Hong Kong Dollar One Only (HK\$1.00) paid by the Assignee to the Assignor (the receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby sells, conveys, assigns and transfers to the Assignee and its successors its entire right, title and interest in and to the Application.

The Assignor also assigns:-

- (1) its proprietary right of the said invention, as described in the Application, in any form or embodiment thereof, and in and to the Application; and in and to any application filed in any foreign country based thereon;
- (2) the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in U.S. or any foreign country upon said invention or inventions and
- (3) any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in U.S. or any foreign country; and
- (4) any and all national patent applications that correspond in whole or in part to the continuations-in-part or substitute applications which may be filed upon said invention or inventions in the U.S. or any foreign country; together with
- (5) authority to issue any and all patents on said application or applications to said assignee or its successors; as well as
- (6) the right to sue and recover all claims for damages for all infringements, for its own use and for the use of its successors, assigns and legal representatives.

The Assignor warrants that it is the sole legal and beneficial owner of the said invention and the Application and no license, assignment or legal or equitable charge has been granted or made in respect of any of them.

Page 1 of 4

The Assignor undertakes to execute sign and do all such documents acts and things and render such assistance as the Assignee may require to secure the vesting in the Assignee of all rights in the said invention and the Application and to enable the Assignee to enjoy the full benefit of the property and rights hereby assigned.

The Assignor shall have no further obligation to prosecute, market or license the application(s). The Assignor shall have no liability for the application or the inventions embodied therein or for Assignee's use or disposition of such invention(s). Assignee agrees to defend, indemnify, and hold harmless Assignor from any loss, claim, damage, or liability, of any kind whatsoever, which may arise from Assignee's use or disposition of the invention(s).

Neither party shall use the name, trade name, trademark or other designation of the other party in connection with any products, promotion or advertising without the prior written permission of the other party.

The validity, construction and performance of this Agreement shall be governed by the laws of HKSAR and shall be subject to the non-exclusive jurisdiction of the courts of HKSAR which the parties hereby submit, except that a Party may seek an interim injunction in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment the day and year first above written.

Assignor:

For and on behalf of

Profit Beyond Ass

Name: Mr. Hailson Yu

Title: Director

In the presence of:-

Name: LISA Para Title: Intelletual Property officer

Assignee:

For and on behalf of

Enzymes Technology Limited

Name: Mr. Lau Jin-Wei, Jim

Title: Vice President

In the presence of:-

Name:

Title:

Page 3 of 4

Schedule A

Application: Recombinant Bacillus Proteases and Uses Thereof

1. U.S. Non-Provisional Patent Application - Filing Date: 17 May 2002 Application No.: 10/146,905

Page 4 of 4

PATENT REEL: 013478 FRAME: 0457