

**RECORDATION  
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11-22-2002



TO THE ASSISTANT COMMISSIONER FOR PATENTS: Please

y thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

(1) Ganugapati Vijaya Bhaskar; (2) Harjinder Singh; (3) Neil D. Blazey

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

( ) Yes (X) No

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11-21-02

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

Name: New Zealand Dairy Board

Internal Address: Pastoral House, 25 The Terrace

Street Address: Pastoral House, 25 The Terrace

City: Wellington State: New Zealand ZIP:

Additional name(s) of receiving party(ies) attached?

( ) Yes (X) No

3. Nature of conveyance:

- (X) Assignment  
( ) Merger  
( ) Security Agreement  
( ) Change of Name  
( ) Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) (1) 7/15/02; (2) 9/29/02; (3) 7/25/02

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

( ) Application(s) filed herewith Execution Date(s):

(X) Patent Application No.: 10/148,976  
Filing Date: June 5, 2002

( ) Patent No.:

Issue Date:

Additional numbers attached? ( ) Yes (X) No

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

Name: Ginger R. Dreger  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
Customer No. 20,995

Internal Address: Fourteenth Floor

Street Address: 2040 Main Street

City: Irvine State: CA ZIP: 92614

Attorney's Docket No.: DAIRY65.001APC

7. Total fee (37 CFR 1.21(h)): \$40

(X) Enclosed

( ) Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

40E

6. Total number of applications and patents involved: 1

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.

Ginger R. Dreger  
Name of Person Signing  
SignatureNovember 20, 2002  
Date33,055  
Registration No.

Total number of pages including cover sheet, attachments and document: 3

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

11/25/2002 GTOW11 00000045 10148976

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112002U.S. Patent and Trademark Office  
Attn: Assignment Division  
Crystal Gateway-4  
1213 Jefferson Davis Highway, Suite 320  
Arlington, VA 22202

## ASSIGNMENT

WHEREAS, WE, Ganugapati Vijaya BHASKAR, Harjinder SINGH and NEIL D BLAZEY (herein called "ASSIGNORS") residing at Dairy Research institute, Fitzherbert West, Palmerston North, New Zealand, Massey University, Fitzherbert West, Palmerston North, New Zealand and 1252 Morgan Street, Santa Rosa, CA 95403, USA respectively are the inventors of the invention "Milk Protein Products and Processes" for which an application for a Patent of the United States was filed on 5 June 2002 and received Serial No. 10/148,976.

WHEREAS, New Zealand Dairy Board (herein called "ASSIGNEE"), organization existing under the laws of New Zealand, having principal place of business at Pastoral House, 25 The Terrace, Wellington, New Zealand are desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, their successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States Application and all continuations and subsequent applications, including divisional applications thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority of the United States under the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEES, their successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

AND WE HEREBY authorize the above-mentioned assignees or their legal representative

to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEES, their successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all continuing and subsequent applications, including divisional, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEES, their successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, we hereunto set our hands and seals the day and year set opposite our signatures.

Date: 25 July 2002

Ganugapati Vijaya BHASKAR  
Ganugapati Vijaya BHASKAR

Date: 29 September, 2002

Harjinder Singh  
Harjinder SINGH

Date: 25 July, 2002

Neil D Blazey  
Neil D BLAZEY