

Atty. Docket No. 4491-4002

**27123****RECORDATION FORM COVER SHEET  
PATENTS ONLY**

↑CUSTOMER NUMBER↑

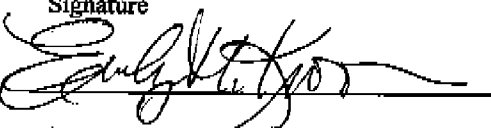
**REVISED****DOCUMENT ID NO.: 102846194****To The Honorable Commissioner of Patents and Trademarks:**

Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b>  <b>Dairy Research and Development Corporation Limited</b> <b>Level 5, IBM Tower</b> <b>60 City Road, Southbank, Victoria 3006</b> <b>AUSTRALIA</b>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies):</b> <b>Name: Dairy Australia Limited</b> <b>Address: ACN 105 227 987 of Level 5, IBM Tower</b> <b>60 City Road, Southbank, Victoria 3006</b> <b>AUSTRALIA</b>  Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Other  Execution Date(s): July 1, 2003	<b>4. Patent Application number(s)</b>  10/333,091
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  <b>Name: William S. Feiler, Esq.</b> <b>Address: Morgan &amp; Finnegan, L.L.P.</b> <b>3 World Financial Center</b> <b>New York, NY 10281-2101</b> <b>(212) 415-8700 Telephone</b> <b>(212) 415-8701 Facsimile</b>	<b>6. Total number of applications involved: 1</b> <b>DOCUMENT ID NO.: 102846194</b>  <b>7. Total fee (37 CFR 3.41): \$40.00</b> <input checked="" type="checkbox"/> A check in the amount of \$40.00 is enclosed. <input type="checkbox"/> Charge to Deposit Account No.13-4500, Order No. <input checked="" type="checkbox"/> Charge any deficiencies to Deposit Account 13-4500, Order No. 4491-4002.

**DO NOT USE THIS SPACE**

**8. 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 original document.

<b>Name of Person Signing</b>  <b><u>Evelyn M. Kwon</u></b>	<b>Signature</b> 	<b>Date: DOCUMENT ID NO.:</b> <b>102846194</b> <b>September 24, 2004</b>
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Reg. No. 54,246 Total no. of pages including cover sheet, attachments and document: 26

**DO NOT DETACH THIS PORTION**

By Fax 703-306-5995  
 Director of the U.S. Patent & Trademark Office  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

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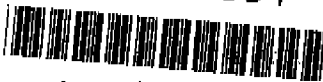
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**PATENT**  
**REEL: 016071 FRAME: 0925**

9/24/04

Atty. Docket No. 4491-4002

09-29-2004



102846194

27123

↑CUSTOMER NUMBER↑

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

<p>1. Name of conveying party(ies):</p> <p><b>Dairy Research and Development Corporation Limited</b> Level 5, IBM Tower 60 City Road, Southbank, Victoria 3006</p> <p><i>Australia</i></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <i>Dairy</i> <b>Dairy Australia Limited AEN</b> Address: <b>105 227 987 of Level 5, IBM Tower</b> <b>60 City Road, Southbank, Victoria 3006</b> <i>Australia</i></p> <p>Additional name(s) &amp; addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment</p> <p><input type="checkbox"/> Other</p> <p>Execution Date(s): July 1, 2003</p>	<p>4. Patent Application number(s)</p> <p>10/333,091</p> <p><i>OPR/FINANCE</i> <i>SEP 24 AM 7:21</i></p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>William S. Feiler, Esq.</b> Address: <b>Morgan &amp; Finnegan, L.L.P.</b> <b>3 World Financial Center</b> <b>New York, NY 10281-2101</b> <b>(212) 415-8700 Telephone</b> <b>(212) 415-8701 Facsimile</b></p>	<p>6. Total number of applications involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$40.00</p> <p><input checked="" type="checkbox"/> A check in the amount of \$40.00 is enclosed.</p> <p><input type="checkbox"/> Charge to Deposit Account No.13-4500, Order No.</p> <p><input checked="" type="checkbox"/> Charge any deficiencies to Deposit Account 13-4500, Order No. 4491-4002. (A duplicate copy of this sheet is enclosed)</p>

DO NOT USE THIS SPACE

8. 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 original document.

Name of Person Signing

Signature

Date:

Evelyn M. KwonSeptember 24, 2004Reg. No. 54,246Total no. of pages including cover sheet, attachments and document: 26

DO NOT DETACH THIS PORTION

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

Mail Stop Assignment Recordation Services  
Director of the U.S. Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, DC 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, DC 20503.

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PATENT  
REEL: 016071 FRAME: 0926

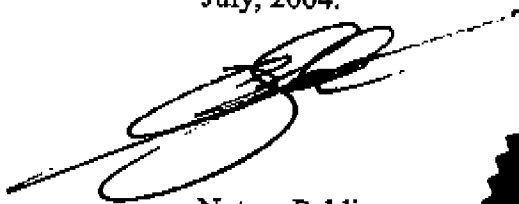
## CERTIFICATION OF COPY DOCUMENTS

**TO ALL TO WHOM THESE PRESENTS SHALL COME** I Philip Maxwell Earle, Notary Public, duly authorised, admitted and sworn, residing and practising in the City of Melbourne in the State of Victoria in the Commonwealth of Australia **DO HEREBY CERTIFY AND ATTEST** that the documents annexed, namely:

1. Deed of Assignment dated July 1, 2003 between Dairy Research and Development Corporation Limited and Dairy Australia Limited;
2. Statutory Declaration of 9 pages of Michael John Ginnivan dated December 10, 2003; and
3. Statutory Declaration of 9 pages of Denis R. McGree dated December 10, 2003

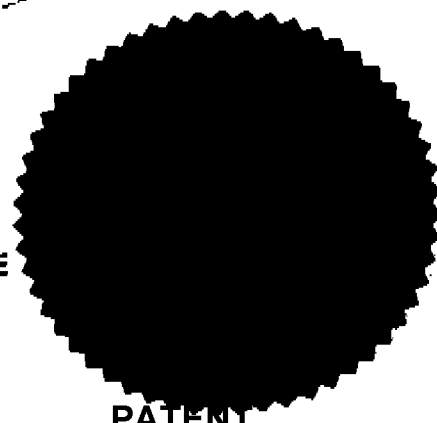
are true photographic copies in words and figures of the original documents of which they purport to be copies of which after careful examination I attest.

**IN FAITH AND TESTIMONY  
WHEREOF** I the said Notary Public  
have hereunto subscribed my name and  
affixed my Seal of Office this 2nd day of  
July, 2004.



Notary Public

**PHILIP MAXWELL EARLE  
NOTARY PUBLIC  
MELBOURNE  
AUSTRALIA**



**PATENT**

**REEL: 016071 FRAME: 0927**

# DEED OF ASSIGNMENT

DAIRY RESEARCH AND DEVELOPMENT CORPORATION LIMITED

DAIRY AUSTRALIA LIMITED



PHILIP MAXWELL EARLE  
NOTARY PUBLIC  
MELBOURNE

PATENT

**DEED OF ASSIGNMENT****TABLE OF CONTENTS**

<b>Clause</b>	<b>Page No.</b>
1. DEFINITIONS .....	1
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4. GOVERNING LAW AND JURISDICTION .....	2
5. COUNTERPARTS .....	2

**SCHEDULE 1****PATENT**

D03/716

KARLO Corp Trade Diligence Draft Ass deed.doc

**REEL: 016071 FRAME: 0929**

**DEED OF ASSIGNMENT**

THIS DEED OF ASSIGNMENT is made the 1<sup>st</sup> day of July, 2003

**BETWEEN**

**DAIRY RESEARCH AND DEVELOPMENT CORPORATION  
LIMITED** of Level 5, IBM Tower, 60 City Road, Southbank, Victoria, 3006

("Assignor")

**AND**

**DAIRY AUSTRALIA LIMITED** ACN 65227 987 of Level 5, IBM Tower,  
60 City Road, Southbank, Victoria, 3006

("Assignee")

**RECITALS**

The Assignor has agreed to assign to the Assignee its right, title and interest in:

- (a) the Patent Registrations, the Patent Applications, and the Patents;
- (b) the Design Registrations, the Design Applications, and the Designs; and
- (c) the Trade Mark Registrations, the Trade Mark Applications, and the Trade Marks.

**OPERATIVE PART:**

That in consideration of, among other things, the mutual promises contained in this deed, the parties agree:

**1. DEFINITIONS**

In this deed:

**"Designs"** means the designs the subject of the Design Registrations and the Design Applications;

**"Design Applications"** means the applications for registration of designs described in the schedule to this deed;

**"Design Registrations"** means the registered designs described in the schedule to this deed;

**"Effective Date"** means 1 July 2003;

**"Patents"** means the patents the subject of the Patent Registrations and the Patent Applications;

**"Patent Applications"** means the applications for registration of patents described in the schedule to this deed;

- 2 -

**"Patent Registrations"** means the registered patents described in the schedule to this deed;

**"Trade Marks"** means the trade marks the subject of the Trade Mark Registrations and the Trade Mark Applications;

**"Trade Mark Applications"** means the applications for registration of trade marks described in the schedule to this deed; and

**"Trade Mark Registrations"** means the registered trade marks described in the schedule to this deed.

## 2. ASSIGNMENT

2.1 On and from the Effective Date, the Assignor assigns to the Assignee its right, title and interest in:

- (a) the Patent Registrations, the Patent Applications, and the Patents;
- (b) the Design Registrations, the Design Applications, and the Designs; and
- (c) the Trade Mark Registrations, the Trade Mark Applications, and the Trade Marks.

2.2 The assignment of the Patents, Designs and Trade Marks is with goodwill.

## 3. RECORDAL OF ASSIGNMENT AND FURTHER ASSURANCES

The Assignee undertakes to promptly apply to the Registrar of Patents, Designs, and Trade Marks, and take all other steps necessary, to have the assignments referred to in clause 2 of this Deed recorded in the Register of Patents, Designs, and Trade Marks as appropriate.

## 4. GOVERNING LAW AND JURISDICTION

This deed is governed by the laws of Victoria. The parties irrevocably submit to the exclusive jurisdiction of the Courts of Victoria.


## 5. COUNTERPARTS

- 5.1 This deed may be executed in any number of counterparts.
- 5.2 All counterparts, taken together, constitute one deed.
- 5.3 A party may execute this deed by signing any counterpart.

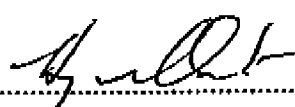
**EXECUTED as a Deed**

- 3 -

SIGNED for and on behalf of DAIRY  
RESEARCH AND DEVELOPMENT  
CORPORATION by:

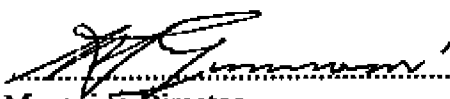
  
.....  
Manager, Finance and Administration

DENIS R MCGREE  
.....  
Print Name


  
.....  
Witness

HUGH OATES  
.....  
Print Name

SIGNED for and on behalf of DAIRY  
AUSTRALIA LTD by:

  
.....  
Managing Director

M. J. CUNNINGHAM  
.....  
Print Name

  
.....  
Witness

JANE AUSTIN  
.....  
Print Name



**SCHEDULE 1****PARTICULARS OF PATENT REGISTRATIONS AND PATENT APPLICATIONS**

<u>Title</u>	<u>Australian Application No</u>	<u>PCT No</u>	<u>WIPO No</u>
Process for the purification of nutrients from food process streams	84264/98	PCT/AU98/00588	WO99/04903
Modification of plant resistance to diseases and/or pests	2001276169	PCT/AU01/00919	WO02/09501
Modification of lignin biosynthesis	2001265670	PCT/AU01/00699	WO01/95702
Nutritional mineral fortification of milk	2001243946	PCT/AU01/00361	WO01/72135
Method for purification of lactose	2002218862	PCT/AU01/01641	WO02/50089
Method of enhancing virus-resistance in plants and producing virus-immune plants	2002220347	PCT/AU01/01496	WO02/39808

**PARTICULARS OF DESIGN REGISTRATIONS AND DESIGN APPLICATIONS**

<u>COUNTRY</u>	<u>DESIGN NO.</u>	<u>INFORCE TO</u>	<u>EXPIRY DATE</u>	<u>RENEWAL DATE</u>
None				

**PARTICULARS OF TRADE MARK REGISTRATIONS AND TRADE MARK APPLICATIONS**

<u>Word</u>	<u>TRADE MARK NO.</u>	<u>SEALING DATE</u>	<u>CLASSES</u>	<u>RENEWAL DATE</u>
DAIRYNET	678529	26/6/98	9,38,42	17/11/05
DAIRY FIRST	681832	21/3/97	35	21/12/05
DAIRY FIRST	681833	27/6/97	41	21/12/05
COUNTDOWN DOWNUNDER	779459	22/3/01	41	25/11/08
DAIRY BUSINESS FOCUS	793410	13/2/02	35,41	7/5/09
DAIRY RESEARCH AND DEVELOPMENT CORPORATION DRIVING DAIRY INNOVATION	795425	22/3/01	35,41	26/5/09
DAIRYGENE	798146	30/4/01	41	23/6/09
INCALF TOWARDS BETTER HERD FERTILITY	798147	30/4/01	41	23/6/09
COW TIME	943974	Indexing Approved	35,41	
TOPFODDER	943975	Due 26/12/03	35,41	
DAIRYING FOR TOMORROW	944091	Under examination	35,41	

**PATENT**

**AUSTRALIA****PATENTS ACT 1990**

**IN THE MATTER OF** Assignment of  
Rights from of Dairy Research and  
Development Corporation to Dairy  
Australia Limited

**STATUTORY DECLARATION**

I, (print full name) MICHAEL JOHN GINNIVAN  
(also known as M.J. Ginnivan) of (print home address) 126 ROSLYN ST  
BRIGHTON, VIC 3186.

do solemnly and sincerely declare as follows:

1. I am currently the Managing Director of Dairy Australia Limited (also known as Dairy Australia Ltd) of Level 5, IBM Tower, 60 City Road, Southbank, Victoria 3006, Australia (hereinafter referred to as "Dairy Australia Limited") and have held this position since (date) 1/7/2003.
2. As Managing Director of Dairy Australia Limited, I have authority to execute intellectual property assignment documents on behalf of Dairy Australia Limited as an authorised representative and, specifically, had such authority on 1 July 2003.
3. On 1 July 2003, in my capacity as an authorised representative of Dairy Australia Limited, I executed a Deed of Assignment (hereinafter referred to as "the Deed"), a notarised copy of which is attached to this declaration as Attachment 1.
4. It has come to my attention that, although the signature block on page 3 of the Deed correctly identifies the assignor as Dairy Research and Development Corporation ("hereinafter referred to as "DRDC"), a typographical error on the cover and line 4 of the Deed resulted in DRDC being incorrectly identified as "Dairy Research and Development Corporation Limited" at those locations.
5. It is my understanding that no entity named "Dairy Research and Development Corporation Limited" existed at 1 July 2003.

  
**PATENT**

- 2 -

6. Notwithstanding the typographical error mentioned at paragraph 4 above, at all times and, in particular on 1 July 2003, I understood that the Deed was intended to, and had the effect of, transferring the rights to the intellectual property assets set out in Schedule 1 of the Deed, from DRDC of Level 5, IBM Tower, 60 City Road, Southbank, Victoria 3006, Australia to Dairy Australia Limited of Level 5, IBM Tower, 60 City Road, Southbank, Victoria 3006, Australia and I executed the Deed based on this understanding.

**AND I MAKE** this solemn declaration by virtue of the Statutory Declarations Act 1959, and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

DECLARED at *Southbank, Melbourne*  
this *10<sup>th</sup>* day of *December* 2003

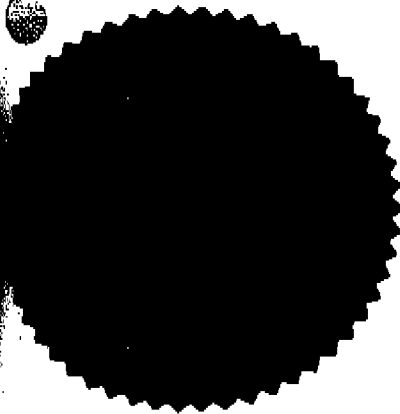
BEFORE ME

  
\_\_\_\_\_  
Notary Public

PHILIP MAXWELL EARLE  
NOTARY PUBLIC  
MELBOURNE

  
\_\_\_\_\_  
(Declarant's signature)

*M. J. GINNIVAN*  
\_\_\_\_\_  
(Declarant's name - print)



# **ATTACHMENT 1**

# DEED OF ASSIGNMENT

DAIRY RESEARCH AND DEVELOPMENT CORPORATION LIMITED

DAIRY AUSTRALIA LIMITED



A handwritten signature in black ink, appearing to be "P. Maxwell Earle", written over the printed name.

PHILIP MAXWELL EARLE  
NOTARY PUBLIC  
MELBOURNE

**DEED OF ASSIGNMENT****TABLE OF CONTENTS**

	<b>Page No.</b>
1. Definitions	1
2. Assignment	2
3. Recordal of Assignment and Further Assurances	2
4. Governing Law and Jurisdiction	2
5. Counterparts	2

**SCHEDULE 1****PATENT**

**DEED OF ASSIGNMENT**

**THIS DEED OF ASSIGNMENT** is made the 1st day of July, 2003

**BETWEEN**

**DAIRY RESEARCH AND DEVELOPMENT CORPORATION  
LIMITED** of Level 5, IBM Tower, 60 City Road, Southbank, Victoria, 3006

("Assignor")

**AND**

**DAIRY AUSTRALIA LIMITED** ACN 6527 987 of Level 5, IBM Tower,  
60 City Road, Southbank, Victoria, 3006

("Assignee")

**RECITALS**

The Assignor has agreed to assign to the Assignee its right, title and interest in:

- (a) the Patent Registrations, the Patent Applications, and the Patents;
- (b) the Design Registrations, the Design Applications, and the Designs; and
- (c) the Trade Mark Registrations, the Trade Mark Applications, and the Trade Marks.

**OPERATIVE PART:**

That in consideration of, among other things, the mutual promises contained in this deed, the parties agree:

**1. DEFINITIONS**

In this deed:

"Designs" means the designs the subject of the Design Registrations and the Design Applications;

"Design Applications" means the applications for registration of designs described in the schedule to this deed;

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**"Patent Registrations"** means the registered patents described in the schedule to this deed;

**"Trade Marks"** means the trade marks the subject of the Trade Mark Registrations and the Trade Mark Applications;

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## 4. GOVERNING LAW AND JURISDICTION

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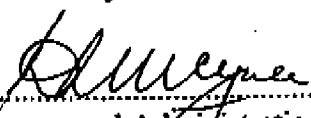
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**EXECUTED as a Deed**

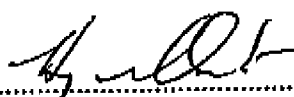


- 3 -

SIGNED for and on behalf of DAIRY  
RESEARCH AND DEVELOPMENT  
CORPORATION by:


  
.....  
Manager, Finance and Administration

DENIS R MCGREE  
.....  
Print Name

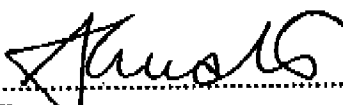
  
.....  
Witness

HUGH OATES  
.....  
Print Name

SIGNED for and on behalf of DAIRY  
AUSTRALIA LTD by:

  
.....  
Managing Director

M. J. GINNIVAN  
.....  
Print Name

  
.....  
Witness

JANE AUSTIN  
.....  
Print Name

**SCHEDULE 1****PARTICULARS OF PATENT REGISTRATIONS AND PATENT APPLICATIONS**

<u>Title</u>	<u>Australian Application No</u>	<u>PCT No</u>	<u>WIPO No</u>
Process for the purification of nutrils from food process streams	84264/98	PCT/AU98/00588	WO99/04903
Modification of plant resistance to diseases and/or pests	2001276169	PCT/AU01/00919	WO02/09501
Modification of lignin biosynthesis	2001265670	PCT/AU01/00699	WO01/95702
Nutritional mineral fortification of milk	2001243946	PCT/AU01/00361	WO01/72135
Method for purification of lactose	2002218862	PCT/AU01/01641	WO02/50089
Method of enhancing virus-resistance in plants and producing virus-immune plants	2002220347	PCT/AU01/01496	WO02/39808

**PARTICULARS OF DESIGN REGISTRATIONS AND DESIGN APPLICATIONS**

<u>COUNTRY</u>	<u>DESIGN NO.</u>	<u>INFORCE TO</u>	<u>EXPIRY DATE</u>	<u>RENEWAL DATE</u>
None				

**PARTICULARS OF TRADE MARK REGISTRATIONS AND TRADE MARK APPLICATIONS**

<u>Word</u>	<u>TRADE MARK NO.</u>	<u>SEALING DATE</u>	<u>CLASSES</u>	<u>RENEWAL DATE</u>
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DAIRY FIRST	681832	21/3/97	35	21/12/05
DAIRY FIRST	681833	27/6/97	41	21/12/05
COUNTDOWN DOWNUNDER	779459	22/3/01	41	25/11/08
DAIRY BUSINESS FOCUS	793410	13/2/02	35,41	7/5/09
DAIRY RESEARCH AND DEVELOPMENT CORPORATION DRIVING DAIRY INNOVATION	795425	22/3/01	35,41	26/5/09
DAIRYGENE	798146	30/4/01	41	23/6/09
INCALF TOWARDS BETTER HERD FERTILITY	798147	30/4/01	41	23/6/09
COW TIME	943974	Indexing Approved	35,41	
TOPFODDER	943975	Due 26/12/03	35,41	
DAIRYING FOR TOMORROW	944091	Under examination	35,41	

**PATENT**

**AUSTRALIA****PATENTS ACT 1990**

**IN THE MATTER OF** Assignment of  
Rights from of Dairy Research and  
Development Corporation to Dairy  
Australia Limited

**STATUTORY DECLARATION**

I, Denis R McGree, of (print home address) 60 CORHAMPTON ROAD,

BALWYN NORTH, VIC, 3104

do solemnly and sincerely declare as follows:

1. I was the Manager of Finance and Administration of Dairy Research and Development Corporation of Level 5, IBM Tower, 60 City Road, Southbank, Victoria 3006, Australia (previously of Level 3, 84 William Street, Melbourne, Victoria 3000), hereinafter referred to as "DRDC",  
  
from (date) 16 FEBRUARY, 1998  
  
to (date) 19 JULY, 2003
2. During the course of my employment as Manager of Finance and Administration at DRDC, and specifically on 1 July 2003, I had authority to execute intellectual property assignment documents on behalf of DRDC as an authorised representative.
3. On 1 July 2003, in my capacity as an authorised representative of DRDC, I executed a Deed of Assignment (hereinafter referred to as "the Deed"), a notarised copy of which is attached to this declaration as Attachment 1.
4. It has come to my attention that, although the signature block on page 3 of the Deed correctly identifies DRDC, a typographical error on the cover and line 4 of the Deed resulted in DRDC being incorrectly identified as "Dairy Research and Development Corporation Limited" at those locations.
5. It is my understanding that no entity named "Dairy Research and Development Corporation Limited" existed at 1 July 2003.

  
PATENT

REEL: 016071 FRAME: 0943

- 2 -

6. Notwithstanding the typographical error mentioned at paragraph 4 above, at all times and, in particular on 1 July 2003, I intended to execute the Deed for, and on behalf of, DRDC.
7. For clarity, I state that when I executed the Deed on 1 July 2003 I understood that I was acting as the authorised representative of DRDC to assign the rights to the intellectual property assets, as set out in Schedule 1 of the Deed, from DRDC of Level 5, IBM Tower, 60 City Road, Southbank, Victoria 3006, Australia to Dairy Australia Limited of Level 5, IBM Tower, 60 City Road, Southbank, Victoria 3006, Australia.

**AND I MAKE** this solemn declaration by virtue of the Statutory Declarations Act 1959, and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

DECLARED at *Southbank Melbourne*  
this *10<sup>th</sup>* day of *December* 2003

BEFORE ME

  
Notary Public

PHILIP MAXWELL EARLE  
NOTARY PUBLIC  
MELBOURNE

  
Denis R McGree  
Declarant

PATENT

REEL: 016071 FRAME: 0944

# **ATTACHMENT 1**

# DEED OF ASSIGNMENT

DAIRY RESEARCH AND DEVELOPMENT CORPORATION LIMITED

DAIRY AUSTRALIA LIMITED



PHILIP MAXWELL EARLE  
NOTARY PUBLIC  
MELBOURNE

PATENT

**DEED OF ASSIGNMENT****TABLE OF CONTENTS**

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**SCHEDULE 1****PATENT**

D03/716

KARLO Corp. Pat. Due Diligence Draft Ass. deed.doc

**REEL: 016071 FRAME: 0947**

**DEED OF ASSIGNMENT**

**THIS DEED OF ASSIGNMENT** is made the 1st day of July, 2003

**BETWEEN**

**DAIRY RESEARCH AND DEVELOPMENT CORPORATION  
LIMITED** of Level 5, IBM Tower, 60 City Road, Southbank, Victoria, 3006

("Assignor")

**AND**

**DAIRY AUSTRALIA LIMITED** ACN 6527987 of Level 5, IBM Tower,  
60 City Road, Southbank, Victoria, 3006

("Assignee")

**RECITALS**

The Assignor has agreed to assign to the Assignee its right, title and interest in:

- (a) the Patent Registrations, the Patent Applications, and the Patents;
- (b) the Design Registrations, the Design Applications, and the Designs; and
- (c) the Trade Mark Registrations, the Trade Mark Applications, and the Trade Marks.

**OPERATIVE PART:**

That in consideration of, among other things, the mutual promises contained in this deed, the parties agree:

**1. DEFINITIONS**

In this deed:

"Designs" means the designs the subject of the Design Registrations and the Design Applications;

"Design Applications" means the applications for registration of designs described in the schedule to this deed;

"Design Registrations" means the registered designs described in the schedule to this deed;

"Effective Date" means 1 July 2003;

"Patents" means the patents the subject of the Patent Registrations and the Patent Applications;

"Patent Applications" means the applications for registration of patents described in the schedule to this deed;



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**"Patent Registrations"** means the registered patents described in the schedule to this deed;

**"Trade Marks"** means the trade marks the subject of the Trade Mark Registrations and the Trade Mark Applications;

**"Trade Mark Applications"** means the applications for registration of trade marks described in the schedule to this deed; and

**"Trade Mark Registrations"** means the registered trade marks described in the schedule to this deed.

## 2. ASSIGNMENT

2.1 On and from the Effective Date, the Assignor assigns to the Assignee its right, title and interest in:

- (a) the Patent Registrations, the Patent Applications, and the Patents;
- (b) the Design Registrations, the Design Applications, and the Designs; and
- (c) the Trade Mark Registrations, the Trade Mark Applications, and the Trade Marks.

2.2 The assignment of the Patents, Designs and Trade Marks is with goodwill.

## 3. RECORDAL OF ASSIGNMENT AND FURTHER ASSURANCES

The Assignee undertakes to promptly apply to the Registrar of Patents, Designs, and Trade Marks, and take all other steps necessary, to have the assignments referred to in clause 2 of this Deed recorded in the Register of Patents, Designs, and Trade Marks as appropriate.

## 4. GOVERNING LAW AND JURISDICTION

This deed is governed by the laws of Victoria. The parties irrevocably submit to the exclusive jurisdiction of the Courts of Victoria.

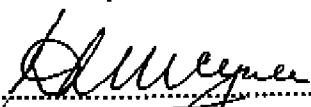
## 5. COUNTERPARTS

- 5.1 This deed may be executed in any number of counterparts.
- 5.2 All counterparts, taken together, constitute one deed.
- 5.3 A party may execute this deed by signing any counterpart.

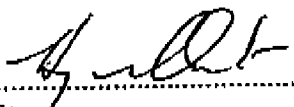
**EXECUTED as a Deed**

- 3 -

SIGNED for and on behalf of DAIRY  
RESEARCH AND DEVELOPMENT  
CORPORATION by:

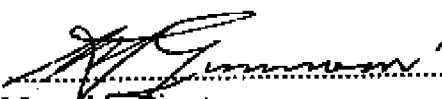
  
.....  
Manager, Finance and Administration

DENIS R MCGREE  
.....  
Print Name

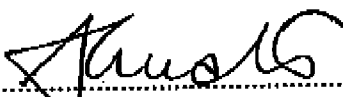
  
.....  
Witness

HUGH OATES  
.....  
Print Name

SIGNED for and on behalf of DAIRY  
AUSTRALIA LTD by:

  
.....  
Managing Director

M. J. CONNOLLY  
.....  
Print Name

  
.....  
Witness

JANE AUSTIN  
.....  
Print Name

**SCHEDULE 1****PARTICULARS OF PATENT REGISTRATIONS AND PATENT APPLICATIONS**

<u>Title</u>	<u>Australian Application No</u>	<u>PCT No</u>	<u>WIPO No</u>
Process for the purification of nutrients from food process streams	84264/98	PCT/AU98/00588	WO99/04903
Modification of plant resistance to diseases and/or pests	2001276169	PCT/AU01/00919	WO02/09501
Modification of lignin biosynthesis	2001265670	PCT/AU01/00699	WO01/95702
Nutritional mineral fortification of milk	2001243946	PCT/AU01/00361	WO01/72135
Method for purification of lactose	2002218862	PCT/AU01/01641	WO02/50089
Method of enhancing virus-resistance in plants and producing virus-immune plants	2002220347	PCT/AU01/01496	WO02/39808

**PARTICULARS OF DESIGN REGISTRATIONS AND DESIGN APPLICATIONS**

<u>COUNTRY</u>	<u>DESIGN NO.</u>	<u>INFORCE TO</u>	<u>EXPIRY DATE</u>	<u>RENEWAL DATE</u>
None				

**PARTICULARS OF TRADE MARK REGISTRATIONS AND TRADE MARK APPLICATIONS**

<u>Word</u>	<u>TRADE MARK NO.</u>	<u>SEALING DATE</u>	<u>CLASSES</u>	<u>RENEWAL DATE</u>
DAIRYNET	678529	26/6/98	9,38,42	17/11/05
DAIRY FIRST	681832	21/3/97	35	21/12/05
DAIRY FIRST	681833	27/6/97	41	21/12/05
COUNTDOWN DOWNUNDER	779459	22/3/01	41	25/11/08
DAIRY BUSINESS FOCUS	793410	13/2/02	35,41	7/5/09
DAIRY RESEARCH AND DEVELOPMENT CORPORATION DRIVING DAIRY INNOVATION	795425	22/3/01	35,41	26/5/09
DAIRYGENE	798146	30/4/01	41	23/6/09
INCALF TOWARDS BETTER HERD FERTILITY	798147	30/4/01	41	23/6/09
COW TIME	943974	Indexing Approved	35,41	
TOPFODDER	943975	Due 26/12/03	35,41	
DAIRYING FOR TOMORROW	944091	Under examination	35,41	

**PATENT**

RECORDED: 09/24/2004

D03/716

REEL: 016071 FRAME: 0951