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PATENTS ONLY

Our Ref.: 511-64

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Commissioner of Patents and Trademarks
Box Assignment, Washington, D.C. 20231

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

1. Name of conveying party(ies): SMI Technology (Proprietary) Limited Additional name/s of conveying party/ies attached? <input type="checkbox"/> 3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: June 30, 2004	2. Name and address of receiving party(ies): Name: <u>Orica Explosives Technology Pty Ltd</u> Internal Address: <u>1 Nicholson Street</u> City: <u>Melbourne</u> State/Country: <u>Australia</u> Zip: <u>3000</u> Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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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: _____	
A. Patent Application No(s). (1) 09/586,783; (2) 09/132,105; (3) 09/868,705; (4) 09/508,543; (5) 10/050,583; (6) 10/275,481; and (7) 10/489,772	B. Patent No(s). (1) 6,082,264; (2) 5,159,149; (3) 5,038,682; (4) 5,214,236; (5) 5,295,438 (6) 6,000,338; and (7) 5,894,103 Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert A. Molan</u> Internal Address: _____ Street Address: <u>Nixon & Vanderhye P.C.</u> <u>1100 North Glebe Road</u> <u>8th Floor</u> City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22201</u>	6. Total number of applications & patents involved: <u>14</u> 7. Total fee (37 CFR 3.41) \$ <u>560.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140 8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. <u>14-1140</u> .
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DO NOT USE THIS SPACE

9. Statements 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. <u>Robert A. Molan</u> Name of Person Signing Reg. No. 29,834 <u>Robert A. Molan</u> Signature February 3, 2005 Date Total number of pages including original cover sheet, attachments, and document: [7]		
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Patent Assignment - USA

Dated

SMI Technology (Proprietary) Limited ("**Assignor**")
Orica Explosives Technology Pty Ltd ("**Assignee**")

Mallesons Stephen Jaques

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Patent Assignment - USA

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Patent Assignment - USA

Details

Interpretation – definitions are at the end of the General terms

SMIT (Assignor)	Name	SMI Technology (Proprietary) Limited
	Registered Address	1 Sturdee Avenue, Rosebank, 2196, South Africa
	Application Address	
Orica (Assignee)	Name	Orica Explosives Technology Pty Ltd
	ACN	ACN 075 659 353
	Address	1 Nicholson Street, Melbourne, Australia, 3000
Recitals	A	Assignor owns the Patents.
	B	Assignor has agreed to assign the Patents to the Assignee on the terms of this Agreement.
Date of agreement	See signing page	

Patent Assignment - USA

General terms

1 Assignment

Assignor assigns to the Assignee all of its respective right, title and interest in the Patents, including all accrued rights of action involving the Patents (which includes the right to sue for past infringement and the right to recover damages for that infringement), with effect from the date of signing of this agreement.

2 Governing law

This agreement is governed by the law in force in New York, United States of America. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that place, and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

3 Patent

For the purposes of this agreement, unless the contrary intention appears, Patents means:

- (a) Serial No. 09/586783;
- (b) Serial No. 09/132105;
- (c) Serial No. 09/868705;
- (d) Serial No. 09/508543;
- (e) Serial No. 10/050583;
- (f) Serial No. 10/275481 (published as 2003/0192447);
- (g) Serial No. 10/489772;
- (h) all patents that result from the foregoing applications;
- (i) U.S. Patent No. 6,082,264;
- (j) U.S. Patent No. 5,159,149;
- (k) U.S. Patent No. 5,038,682;
- (l) U.S. Patent No. 5,214,236;

- (m) U.S. Patent No. 5,295,438;
- (n) U.S. Patent No. 6,000,338;
- (o) U.S. Patent No. 5,894,103;
- (p) U.S. patents or applications which are based on the inventions the subject of the patents and patent applications listed above;
- (q) U.S. patents or applications in all countries of the world that claim priority from any of the foregoing patents or patent applications; and
- (r) all divisionals, renewals, continuations, continuations-in-part, re-issues and extensions, which may subsequently be obtained in respect of the inventions the subject of any of the foregoing patents or patent applications.

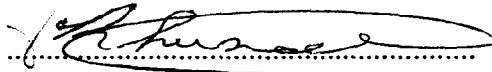
EXECUTED as an agreement

Patent Assignment - USA

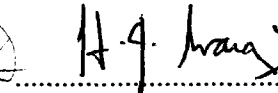
Signing page

DATED: 30TH JUNE 2004

SIGNED by H.S. CRAIG
as authorised representative for SMI
TECHNOLOGY
(PROPRIETARY) LIMITED in the
presence of:

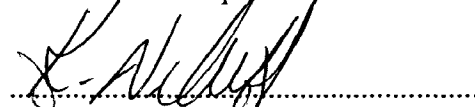

Signature of witness

ROBERTO LUSARDI
Name of witness (block letters)




By executing this agreement the
signatory warrants that the signatory
is duly authorised to execute this
agreement on behalf of SMI
TECHNOLOGY (PROPRIETARY)
LIMITED

SIGNED by H.A. BAMPFIELD
as
authorised representative for ORICA
EXPLOSIVES TECHNOLOGY
PTY LTD in the presence of:


Signature of witness

KAY CLIFF
Name of witness (block letters)


By executing this agreement the
signatory warrants that the signatory
is duly authorised to execute this
agreement on behalf of ORICA
EXPLOSIVES TECHNOLOGY PTY
LTD