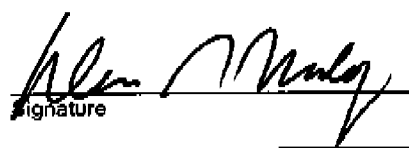
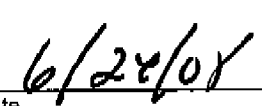


Substitute Form PTO-1595
 Attorney Docket No.: 14366-002US1
 Client's Ref. No.: SHW:LM:FP16444

RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): Michael Morrison Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): ECOMPOST PTY LTD (ACN 104 544 354) of Level 1, 38-40 Garden Street South Yarra Victoria 3141 AUSTRALIA Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: May 31, 2005	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): 10/182,886 B. Patent No(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: DENIS G. MALONEY Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110	6. Total number of applications/patents involved: 1 7. Total fee (37 CFR §3.41): \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
DO NOT USE THIS SPACE	
9. Statement and Signature: <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Denis G. Maloney Reg. No. 29,670 Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: center;">  Date </div> </div>	
Total number of pages including coversheet, attachments and document: 11 pages	

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CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

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Deed of Assignment of Intellectual Property

MICHAEL MORRISON

**ECOMPOST PTY LTD
(ACN 104 544 354)**

I certify that this is a
true copy of this Deed of
Assignment

W. David King
1/26/05

EllisKingMcEwan

Technology and Intellectual Property Lawyers

W. DAVID KING

Ellis King McEwan

38-40 Garden Street, South Yarra Vic 3141

A current practitioner within the meaning
of the Legal Practice Act 1996.

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Deed of Assignment of Intellectual Property

THIS DEED is made the 31 day of May 2005

Parties

MICHAEL MORRISON of 18 Grand Panorama Court, Launching Place Victoria 3139, Australia (**Assignor**)

ECOMPOST PTY LTD (ACN 104 544 354) of Level 1, 38 – 40 Garden Street, South Yarra Victoria 3141, Australia (**Assignee**)

Background

- A. By an agreement dated 13 October 2003, as amended by a Deed of Variation dated 31 May 2005, the Assignor agreed to assign to the Assignee, and the Assignee agreed to take an assignment of certain granted patents and patent applications relating to a composting system and a trade mark registration for the mark MICROGARDEN (collectively known as "Intellectual Property"), the details of which are set out in the attached Schedule
- B. The parties have agreed to confirm the assignment of the Intellectual Property by executing this Agreement for the purposes of officially recording the assignment.

Operative provisions

1. ASSIGNMENT

The Assignor assigns, transfers and sets over absolutely to the Assignee all of the Assignor's rights and interests in and to the Intellectual Property.

2. FURTHER ACTS

At the request and expense of the Assignee, the Assignor will:

- (a) do such further acts, deeds and things; and
- (b) execute such further documents and instruments,

as may be necessary or desirable to perfect the assignments effected by this document, and to enable the Assignee to have the full unencumbered benefit of the rights assigned under this document.

3. GENERAL PROVISIONS

3.1 Costs

Each party must pay its own costs in relation to:

- (a) the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made; and
- (b) the performance of any action by that party in compliance with any liability arising,

under this document, or any agreement or document executed or effected under this document, unless this document provides otherwise.

3.2 Duties

The Assignee must promptly within the initial applicable period prescribed by law pay any duty payable in relation to the execution, performance and registration of this document, or any agreement or document executed or effected under this document.

3.3 Notices

- (a) Any notice to or by a party under this document must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- (b) Any notice may be served by delivery in person or by post or transmission by facsimile to the address or number of the recipient specified in this provision or most recently notified by the recipient to the sender:

To the Assignor: C/- Ellis King McEwen
Level 1, 38-40 Garden Street
South Yarra VIC 3141

To the Assignee: 18 Grand Panorama Court
Launching Place Victoria 3139

Copy to Rupert Greenhough

Director
KPMG Corporate Finance (Aust) Pty Ltd
161 Collins Street
Melbourne Vic 3000

- (c) Any notice is effective for the purposes of this document upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00 pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next day following delivery or receipt.

3.4 Governing Law and Jurisdiction

- (a) This document is governed by and construed under the law in the State of Victoria.
- (b) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of Victoria.
- (c) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

3.5 Third Parties

This document confers rights only upon a person expressed to be a party, and not upon any other person.

3.6 Waivers

Any failure by any party to exercise any right under this document does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

3.7 Remedies

The rights of a party under this document are cumulative and not exclusive of any rights provided by law.

3.8 Severability

Any provision of this document which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this document or the validity of that provision in any other jurisdiction.

3.9 Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

3.10 Party Acting as Trustee

If a party enters into this document as trustee of a trust, that party and its successors as trustee of the trust will be liable under this document in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity. The party warrants that at the date of this document:

- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;
- (b) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this document on behalf of the trust and that this document is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and
- (c) no restriction on the party's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

4. INTERPRETATION

In this document unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to any agreement or document includes that agreement or document as amended at any time;
- (h) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (i) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (j) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (k) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (l) reference to an item is a reference to an item in the schedule to this document;

- (m) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document; and
- (n) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment.

Schedule**PATENTS / PATENT APPLICATIONS**

Title	Country	Number	Date
Method and apparatus for composting	Australia	772528 (63135/99)	3 December 1999
Soil manipulating tool	Australia	777359 (16687/01)	29 January 2001
Filtration device	Australia	2003901836	17 April 2003
Composting apparatus	Australia	2003904188	7 August 2003
Composting device	Canada	2328680	18 December 2000
Soil manipulating tool	USA	20030000141 (Serial No.10-182886)	29 January 2001
Composting device	USA	6,518,057	22 December 2000
Compost apparatus, devices and methods	Australia	2004904504	10 August 2004
Composting devices and method of composting	Australia	2004905763	5 October 2004
Compost apparatus and aerator	Australia	2004905764	5 October 2004
Composting apparatus	Australia	2004905815	7 October 2004
Composting apparatus	Australia	2005900340	27 January 2005
Composting apparatus	Australia	2005901851	13 April 2005

TRADE MARK REGISTRATION

Mark	Country	Number	Date
MICROGARDEN	Australia	858850 (Class 21)	29 November 2000

EXECUTED as a Deed.

EXECUTED by **MICHAEL MORRISON:**


 Witness

Robert Allen
 Phillips Fox Lawyers
 120 Collins Street Melbourne
 A Current Practitioner within the
 meaning of the Legal Practice Act 1996

Print name of witness



 Signature of authorised person

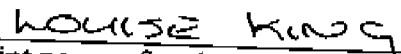
Print name of authorised person

EXECUTED by **ECOMPOST PTY LTD**
 ACN 104 544 354by:


 Signature of Witness


 Print name of Witness


 Signature of authorised person


 Print name of authorised person