

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	ASSIGNMENT											
CONVEYING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>Cellular Improvements Limited</td> <td>08/21/2001</td> </tr> </table>		Name	Execution Date	Cellular Improvements Limited	08/21/2001							
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>BIOVITE AUSTRALIA PTY LIMITED</td> </tr> <tr> <td>Street Address:</td> <td>1/45 Township Drive, West Burleigh</td> </tr> <tr> <td>City:</td> <td>Queensland</td> </tr> <tr> <td>State/Country:</td> <td>AUSTRALIA</td> </tr> <tr> <td>Postal Code:</td> <td>4217</td> </tr> </table>			Name:	BIOVITE AUSTRALIA PTY LIMITED	Street Address:	1/45 Township Drive, West Burleigh	City:	Queensland	State/Country:	AUSTRALIA	Postal Code:	4217
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PROPERTY NUMBERS Total: 2												
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CORRESPONDENCE DATA												
<p>Fax Number: (312)360-9315</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (312) 360-0080</p> <p>Email: docket@gbclaw.net</p> <p>Correspondent Name: Lawrence J. Crain</p> <p>Address Line 1: 300 South Wacker Drive</p> <p>Address Line 2: Suite 2500</p> <p>Address Line 4: Chicago, ILLINOIS 60606</p>												
ATTORNEY DOCKET NUMBER:	1209.63107											
NAME OF SUBMITTER:	Lawrence J. Crain											
<p>Total Attachments: 6</p> <p>source=9V2582#page1.tif</p> <p>source=9V2582#page2.tif</p>												

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**CELLULAR IMPROVEMENTS LIMITED
AND
BIOVITE AUSTRALIA PTY LIMITED**

AGREEMENT OF ASSIGNMENT OF PATENTS

AnthonyHarper

L A W Y E R S

Assignment

THIS AGREEMENT is made the 21st day of August 2002 .

BETWEEN

CELLULAR IMPROVEMENTS LIMITED a duly incorporated company having its registered office at Christchurch, New Zealand (hereinafter together with its successors and assigns called "the Assignor")

AND

BIOVITE AUSTRALIA PTY LIMITED a duly incorporated company having its registered office at Gold Coast, Australia (hereinafter together with its successors and assigns called "the Assignee")

WHEREAS

- A The Assignor is the owner of an invention entitled Amycot (the "Invention"), and has agreed to assign to the Assignee all rights (the "Patent Rights") in the Invention, including all rights in the patent applications set out in schedule 1 (the "Patent Applications"), the rights conferred by any patent granted from the patent applications, and the granted patents also set out in schedule 1 (the "Patents"), the right to apply for further patents or equivalent protection in any country or countries of the world, the right to claim priority under international convention from any application or the patent applications or the patents (including those listed in schedule 1 and the rights conferred by such patent or equivalent protection when granted.
- B To the extent the Assignor has been the creator of original artistic works (eg drawings and models) in relation to the Invention and original literary works (including compilations of data) in relation to the Invention (the "Copyright Works"), the Assignor has agreed to assign to the Assignee the copyright in the Copyright Works (the "Copyright").
- C To the extent the Assignor has created designs (the "Designs") to be applied to articles of or relating to the Invention, the Assignor has agreed to assign to the Assignee all rights to the Designs including the right to protect the Designs in any country or countries of the world in relation to the articles and the rights conferred by such protection when granted (the "Design Rights").

IT IS AGREED as follows:

1 Assignment

In exchange for good and valuable consideration paid by the Assignee to the Assignor, the receipt of which is acknowledged, the Assignor assigns to the Assignee the Invention, the Patent Rights, the Copyright, the Designs and the Design Rights, or as more specifically described in clause 1.1 of the Agreement Relating To The Purchase Of The Amycot Invention.

2 Information

The Assignor shall, if it has not already done so, at the request of the Assignee and without delay, furnish the Assignee with full details of and relating to the Invention, the Copyright Works and the Designs, including the circumstances of invention,

creation and design; and where possible all original versions of the Invention, the Copyright Works and the Designs.

3 Execution of documents

The Assignor shall, at the expense of the Assignee (if requested by the Assignee), in respect of the Invention, the Copyright Works and the Designs in New Zealand or any other country:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for intellectual property protection of the Inventions, Copyright Works or Designs or all or any of them, with the understanding and the intention that all interest in any application and any granted protection is to vest in the Assignee; and
- (b) execute documents and do all acts necessary or convenient to assure the applying for and obtaining of any intellectual property protection; and
- (c) execute documents and do all acts necessary or convenient to vest any intellectual property as specifically described in clause 1.1 in the Agreement Relating To The Purchase Of Amycot Invention in the Assignee; and
- (d) execute documents and do all acts necessary or convenient to enable enforcement of any intellectual property protection.

4 Confidentiality

The Assignor agrees to treat as confidential all information relating to the Invention, the Designs and the Copyright Works and shall not use, disclose or publish them without the express prior written consent of the Assignee. Such obligation shall not extend to information which is already in, or which enters the public domain through no fault of the Assignor. The Assignor agrees to seek prior clearance from the Assignee in any case of uncertainty.

5 Proper law and jurisdiction

- (a) This Agreement is governed by New Zealand law in every particular including formation and interpretation and shall be deemed to have been made in New Zealand.
- (b) Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in New Zealand.

SIGNED for and on behalf of
CELLULAR IMPROVEMENTS
LIMITED by

K.W. Dunn
.....
Director

[Signature]
.....
Director/Authorised Person

in the presence of:

.....
Witness Signature

.....
Occupation

.....
Address

SIGNED for and on behalf of
BIOVITE AUSTRALIA PTY LIMITED
by

[Signature]
.....
Director

K.W. Dunn
.....
Director/Authorised Person

in the presence of:

Susan [Signature]
.....
Witness Signature

Housewife
.....
Occupation

44 Meadowbank
.....
Address *Queensland 4211*

SCHEDULE 1

SPIRULINA PATENTS - OWNED BY CELLULAR IMPROVEMENTS LTD

As of 21 August 2001

A Method of Biological Control ("antifungal")

Our ref	Country	Application No	Filing Date	Status
40846	Japan	10-526530	09-12-1997	Request exam due by 9 Dec 2004 .
40848	Australia	54190/98	09-12-1997	Granted. Renewal fee: 9 December 2002 .
40850	China	97181673.5	09-12-1997	Awaiting substantive examination. Renewals not payable until grant.
40854	USA	09/319,458	09-06-1999	Accepted, awaiting issue of Letters Patent.
40856	New Zealand	336620	09-12-1997	Granted. Renewal 9 December 2004 .

A Method of Biological Control ("method")

Our ref	Country	Application No	Filing Date	Status
40847	Japan	10-526531	09-12-1997	Request Exam due: 9 Dec 2004
40849	Australia	54191/98	09-12-1997	Granted. Renewal: 9 Dec 2002 and annually thereafter
40851	China	97181672.7	09-12-1997	Awaiting substantive examination. Renewals not payable until grant.
40855	USA	09/319,556	08-06-1999	Under examination, awaiting response from examiner
40857	New Zealand	336619	09-12-1997	Granted. Renewal 9 December 2004 .

PATENT

RECORDED: 01/13/2006

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