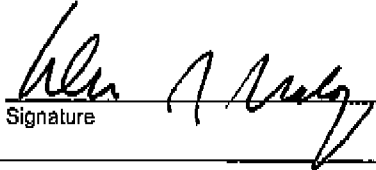


Substitute Form PTO-1595  
Attorney Docket No.: 14366-002US1  
Client's Ref. No.: SHW:LM:FP16444

### 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): <b>Ecompost Pty Ltd</b> Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): <b>Global Environment Management (FZC) Of Executive Suite PO Box 9566 Sharjah Free Zone United Arab Emirates</b> 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: <b>September 7, 2005</b>			
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): B. Patent No(s): <b>6,951,254</b> 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: <b>DENIS G. MALONEY Fish &amp; Richardson P.C. 225 Franklin Street Boston, MA 02110</b>		6. Total number of applications/patents involved: <b>1</b>	
		7. Total fee (37 CFR §3.41): <b>\$40</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account.	
		8. Deposit Account No.: <b>06-1050</b> Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.	
<b>DO NOT USE THIS SPACE</b>			
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>			
Denis G. Maloney Reg. No. 29,670 Name of Person Signing		 Signature	
		January 30, 2006 Date	
Total number of pages including coversheet, attachments and document: <b>14 pages</b>			

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CH \$40.00 061050 6951254

#### 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.

January 30, 2006  
Date of Transmission

MJL  
Signature

Melissa Krasner  
Typed Name of Person Signing Certificate

**PATENT**

# **Deed of Assignment of Intellectual Property**

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

**GLOBAL ENVIRONMENT MANAGEMENT (FZC)**

**EllisKingMcEwan**

*Technology and Intellectual Property Lawyers*

**PATENT  
REEL: 017215 FRAME: 0462**

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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED is made the 7<sup>th</sup> day of September 2005

### Parties

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

**GLOBAL ENVIRONMENT MANAGEMENT (FZC)** of Executive Suite, PO Box 9566, Sharjah Free Zone, United Arab Emirates (Assignee)

### Background

- A. The Assignor is the owner of the intellectual property described in the Schedule (the "Intellectual Property")
- B. By an agreement dated 13 October 2003 (the "Sale Agreement"), as amended by a Deed of Variation dated 31 May 2005 (the "Deed of Variation"); Michael Morrison assigned Intellectual Property created by him (the "Morrison IP") (which is now a part of "Intellectual Property" of the Assignor) to the Assignor provided that royalty payments totalling \$250,000 are paid by the Assignor to Michael Morrison by no later than 1 July 2005 as provided for in clause 6.1(a) of the Sale Agreement.
- C. On 31 January 2005, 31 May 2005 and 1 July 2005, the Assignor paid to Michael Morrison the royalty payments totalling \$250,000 as a result of which the Assignor became the unencumbered owner of the Morrison IP.
- D. The Assignor is now in a position to assign all of the Intellectual Property to the Assignee and wishes to do so in accordance with this Deed in order to comply with its obligations under clause 6 of the Heads of Agreement dated 12 May 2005 between the Assignor and MSSL Mauritius Holdings Ltd ("HOA").

### Operative provisions

#### 1. ASSIGNMENT

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

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**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.

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**3. INDEMNITY**

The Assignor indemnifies the Assignee against any claim, loss, liability, cost or expense which may be incurred or sustained by the Assignee as a result of or in connection with any breach by the Assignor of any of the warranties or undertakings in clause 4.

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**4. WARRANTIES**

The Assignor warrants that:

- (a) it has full legal capacity and power to enter into this Deed and to carry out the transactions that it contemplates;
- (b) neither the execution of this Agreement nor the performance by it of its obligations will cause it to be in breach of any agreement to which it is a party or is subject; and
- (c) it has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over the Intellectual Property other than agreements involving the licensing of the same.

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**5. GENERAL PROVISIONS****5.1 Costs**

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Deed.

**5.2 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.



## 5.7 Remedies

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

## 5.8 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.

## 5.9 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.

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## 6. DEFINITIONS AND INTERPRETATION

### 6.1 Definitions

In this document unless the context otherwise requires:

**Intellectual Property** means the trade mark registrations and applications, designs and design applications and patents and patent applications details of which are set out in the attached Schedule.

### 6.2 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;

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- (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.



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**SCHEDULE****Patents and Patent applications**

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

**Trade Marks**

Mark & Country	Application / Registration No.	Date of Application / Registration	Class	Goods/Services
MICROGARDEN Australia	858850	29 November 2000	21	Compost bins, compost installations, industrial compost containers, compost containers for composting material for research and analysis purposes
AEROBIN Australia	1008114	25 June 2004	20	Containers not of metal including transportable containers, waste containers,

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				composting containers, recycling containers; bins not of metal including mobile bins, trolley bins, composting bins and recycling bins; receptacles not of metal including composting and recycling receptacles; parts, fittings and accessories in this class for all the aforementioned goods
AEROBIN New Zealand	723407	23 December 2004	20	Containers not of metal including transportable containers, waste containers, composting containers, recycling containers; bins not of metal including mobile bins, trolley bins, composting bins and recycling bins; receptacles not of metal including composting and recycling receptacles; parts, fittings and accessories in this class for all the aforementioned goods
AEROBIN Canada	1,241,888	23 December 2004	-	Containers not of metal including transportable containers, waste containers, composting containers, recycling containers; bins not of metal including mobile bins, trolley bins, composting bins and recycling bins; receptacles not of metal including composting and recycling receptacles; parts, fittings and accessories in this class for all the aforementioned goods
AEROBIN India	1328009	24 December 2004	20	Containers not of metal including transportable containers, waste containers, composting containers, recycling containers; bins not of metal including mobile bins, trolley bins, composting bins and recycling bins; receptacles not of metal including composting and recycling receptacles; parts, fittings and accessories in this class for all the aforementioned goods
AEROBIN International (Madrid) Application designating China, USA, Japan and Europe	TBA	24 December 2004	20	Containers not of metal including transportable containers, waste containers, composting containers, recycling containers; bins not of metal including mobile bins, trolley bins, composting bins

and recycling bins; receptacles not of metal including composting and recycling receptacles; parts, fittings and accessories in this class for all the aforementioned goods			
<b>Design Registrations and Applications</b>			
<b>Country</b>	<b>Title</b>	<b>Application / Registration No.</b>	<b>Date of Application / Registration</b>
Australia	Aerator for a composting bin - case A	(2519/2004) 157485	16 June 2004
Australia	Aerator for a composting bin - case B	(2521/2004) 157477	16 June 2004
Australia	Aerator for a composting bin - case C	(2522/2004) 157478	16 June 2004
Australia	Aerator for a composting bin - case D	(2523/2004) 157479	16 June 2004
Australia	Aerator for a composting bin - case E	(2524/2004) 157480	16 June 2004
Australia	Aerator for a composting bin - case F	(2525/2004) 157481	16 June 2004
Australia	Aerator for a composting bin - case G	(2526/2004) 157482	16 June 2004
Australia	Aerator for a composting bin - case H	(2520/2004) 157476	16 June 2004
Australia	Aerator for a composting bin - case I	(2528/2004) 157484	16 June 2004
Australia	Aerator for a composting bin - case J	(2527/2004) 157483	16 June 2004
Europe	Aerator for a composting bin - cases A - J	(000203757) 000203757/0001-0010	7 July 2004
India	Aerator for a composting bin - case A	197890	16 December 2004
India	Aerator for a composting bin - case B	197891	16 December 2004
India	Aerator for a composting bin - case F	197892	16 December 2004
India	Aerator for a composting	197893	16 December 2004

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	bin - case H		
India	Aerator for a composting bin - case J	197894	16 December 2004
Japan	Aerator for a composting bin - case A	2004 - 038547	16 December 2004
Japan	Aerator for a composting bin - case B	2004 - 038548	16 December 2004
Japan	Aerator for a composting bin - case F	2004 - 038549	16 December 2004
Japan	Aerator for a composting bin - case H	2004 - 038550	16 December 2004
Japan	Aerator for a composting bin - case J	2004 - 038551	16 December 2004
USA	Aerator for a composting bin - cases A, B, F, H & J	29/219,213	15 December 2004

**EXECUTED** as a Deed.

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

In the presence of:

*L. David King*  
.....  
Witness

*[Signature]*  
.....  
Signature of authorised person

*L. DAVID KING*  
.....  
Print name of witness

*TONY DONOVAN*  
.....  
Print name of authorised person

**EXECUTED** by **GLOBAL ENVIRONMENT MANAGEMENT (FZC)**  
by:

In the presence of:

*L. David King*  
.....  
Signature of Witness

*[Signature]*  
.....  
Signature of authorised person

*L. DAVID KING*  
.....  
Print name of Witness

*GREG LONERGAN*  
.....  
Print name of authorised person