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11-30-2005

Comparable to Form PTO-1595
(Rev. 10/02)
OMB0651-0027 (exp. 6/30/2005)

REC



I

U.S. Department of Commerce
Patent and Trademark Office

103127140

TO: Mail Stop Assignments, Director, U.S. Patent & Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450
Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies) and execution date:

MUSASHI
PTY LTD

Execution Date
27th
October
2005

2. Name and address of receiving party(ies):

Name: NESTEC LIMITED
Street Address: AVE NESTLE 55
City: VEVEY
State:
Zip: 1800 - SWITZERLAND

Additional name(s) of conveying party(ies) attached?

Yes No

Additional name(s) address(es) attached?

Yes No.

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

→ see enclosed
I.P. Purchase Agreement

4. Application number(s) or patent number(s): 5,712,309
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

B. Patent Number(s):

5,712,309

Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

ATT: MS DONNA BESSELL
REGIONAL INTELLECTUAL PROPERTY
NESTLE AUSTRALIA LTD
1 HOMEBUSH BAY DRIVE
RHODES NSW 2138

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41) \$40.00

- Enclosed
- Authorized to charge Deposit Account

8. Deposit Account No.: 23-0785

DO NOT USE THIS SPACE

9. SIGNATURE

JOEL DY, RIGBY COALE

Name of Person Signing

Signature

19 Nov 2005

Date

Total number of pages including cover sheet, attachment, and documents: 75

11/29/2005 ECOOPER 00000015 5712309

01 FC:8021

40.00 OP

PATENT
REEL: 017262 FRAME: 0492

IN THE MATTER of
Musashi Pty Ltd

-and-

IN THE MATTER of an
Assignment of U.S. Patent No. 5,712,309

-and -

IN THE MATTER of
Société Des Produits Nestlé SA

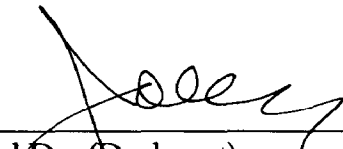
STATUTORY DECLARATION

I, **JOEL DY**, Trade Marks Attorney, of Rigby Cooke, Lawyers, Level 13, 469 La Trobe Street, Melbourne in the state of Victoria, do solemnly and sincerely **DECLARE:-**

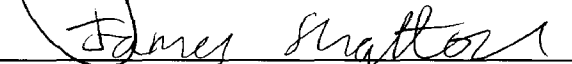
1. That I am the solicitor for Musashi Pty Ltd ("Musashi").
2. That I am authorized by Musashi to swear this statutory declaration on its behalf in confirming an assignment of a number of registered Australian trade marks from Musashi to Société Des Produits Nestlé SA.
3. I confirm that on 27 October 2005, pursuant to an I.P. Purchase Agreement (of the same date) between Musashi and Société Des Produits Nestlé SA, the following U.S. patent was assigned from Musashi to Société Des Produits Nestlé SA:
 - U.S. Patent No. 5,712,309
4. Annexed and marked as **Annexure A** are select extracts from the I.P. Purchase Agreement between Musashi and Société Des Produits Nestlé SA, confirming the Assignment. The annexure includes the cover page, the operative clauses assigning the registered Australian trade marks as well as the schedule identifying the trade marks and the execution clauses.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of an Act of Parliament of Victoria rendering persons making a false Declaration punishable for willful and corrupt perjury.

DECLARED at Melbourne
in the State of Victoria this
23rd day of November 2005.

X 
Joel Dy (Declarant)

Before me:
Name: **JAMES ALEXANDER SHATTOCK**
Address: Rigby Cooke Lawyers
13/469 La Trobe Street, Melbourne
Current Practitioner under the
Legal Practice Act 1996.

X 

Qualification:

_____ a person authorised under section 107A(1) of the Evidence Act 1958 to witness the signing of a statutory declaration.

IN THE MATTER of
Musashi Pty Ltd

-and-

IN THE MATTER of an
Assignment of U.S. Patent No. 5,712,309

-and -

IN THE MATTER of
Société Des Produits Nestlé SA

CERTIFICATE IDENTIFYING ANNEXURE "A"

This is the annexure marked "A" produced and shown to **JOEL DY** at the time of swearing his

Affidavit this *23* day of *November* 2005.

Before me: *James Shattock*

JAMES ALEXANDER SHATTOCK
Rigby Cooke Lawyers
13/469 La Trobe Street, Melbourne
Current Practitioner under the
Legal Practice Act 1996.

ANNEXURE "A" -

EXTRACTS FROM

I.P. PURCHASE AGREEMENT

IP Purchase Agreement

Dated 27 October 2005

Société des Produits Nestlé SA ("SPN")
Nestec Limited ("Nestec")
("Buyer")

Musashi Pty Ltd ("Musashi")
Musashi NZ Limited ("Musashi NZ")
Timothy Frederick Horewood ("Tim Horewood")
("Seller")

Timothy Frederick Horewood ("Tim Horewood")
Edward Frederick Hore ("Ted Hore")
Mrs Jones Australia Pty Ltd in its capacity as trustee of The Mrs Jones
Family Trust ("Mrs Jones")
("Guarantor")

Mallesons Stephen Jaques

Level 50
Bourke Place
600 Bourke Street
Melbourne Vic 3000
Australia
T +61 3 9643 4000
F +61 3 9643 5999
DX 101 Melbourne
www.mallesons.com
8150591_4.doc

IP Purchase Agreement

General terms

1 Acquisition of Business Intellectual Property, interdependence and joint and several liability

1.1 Business Assets and Business Intellectual Property

A reference in this agreement to the "Assets" or the "Business Intellectual Property", or any part of the "Business Intellectual Property" where used in relation to a Business, is to be interpreted as a reference to the "Assets" or "Business Intellectual Property" used in, or for the operation of, that Business.

1.2 Buyer and Seller

- (a) A reference to the Buyer means, in respect of the:
 - (i) Business Trade Marks, SPN; and
 - (ii) Australian Remaining Intellectual Property, NZ Remaining Intellectual Property and Horewood Intellectual Property, Nestec.
- (b) A reference to the Seller means, in respect of the:
 - (i) Business Trade Marks and Australian Remaining Intellectual Property, Musashi;
 - (ii) NZ Remaining Intellectual Property, Musashi NZ; and
 - (iii) Horewood Intellectual Property, Tim Horewood.

1.3 Sale and purchase

- (a) Musashi agrees to sell and SPN agrees to buy all of Musashi's right, title and interest in the Business Trade Marks;
- (b) Musashi agrees to sell and Nestec agrees to buy all of Musashi's right, title and interest in the Australian Remaining Intellectual Property;
- (c) Musashi NZ agrees to sell and Nestec agrees to buy all of Musashi NZ's right, title and interest in the NZ Remaining Intellectual Property; and
- (d) Tim Horewood agrees to sell and Nestec agrees to buy all of Tim Horewood's right, title and interest in the Horewood Intellectual Property,

except as may be specifically provided otherwise in this agreement, with effect from the close of business on the Completion Date on the terms and conditions of this agreement.

Part C - Domain Names

Domain Name	Status
www.musashi.com.au	Registered

Part D - Patents

(a) United States registered patent

Patentee	Patent No.	Title	Registered From	Renewal Due	Status
Musashi Pty Ltd	5,712,309	Composition for treatment of hangovers	27 Jan 1998	27 Jan 2018	Registered

(b) Australian registered patent

Patentee	Patent No.	Class(es)/Goods & Services	Registered From	Renewal Due	Status
Musashi Pty Ltd	680674	Composition for treatment of hangovers	10 Aug 1994	10 Aug 2006	Registered

Part E - Copyright Material

- MUSASHI logo;
- Packaging layout and advertising materials;
- Musashi website; and
- Business publications (including newsletters, brochures and supplement programs).

IP Purchase Agreement

Schedule 2 - NZ Intellectual Property

Business Trade Marks registered in New Zealand:

Trade Marks Proprietor	Trade Mark No	Word/Image	Class(es)/Goods & Services	Registered From	Renewal Due
Musashi Pty Ltd	214410	MUSASHI	Class: 5 Pharmaceutical and veterinary preparations, dietetic substances in this class including special dietary foods and beverages and meal replacement substances; foods supplements in this class; amino acids and mixes and powders containing amino acids and/or herbs, all being dietetic foods in this class	13 Nov 1991	13 Nov 2012
Musashi Pty Ltd	214411	MUSASHI	Class: 25 Clothing, footwear and headgear	13 Nov 1991	13 Nov 2012
Musashi Pty Ltd	214412	MUSASHI	Class: 41 Instruction, education and information services in this class including such services in relation to human health, nutrition and physical culture, diet, food and dietary supplements and pharmaceutical, medical and veterinary substances	13 Nov 1991	13 Nov 2012

IP Purchase Agreement

Signing page

DATED: 27 October 2005

SIGNED by)

as attorney for SOCIÉTÉ DES)
PRODUITS NESTLÉ SA under)
power of attorney dated 2005)
in the presence of:)


.....)
Signature of witness)


CATHERINE JAYNE HENDERSON)
Name of witness (block letters))


.....)

By executing this agreement the)
attorney states that the attorney has)
received no notice of revocation of)
the power of attorney)

SIGNED by)

as attorney for NESTEC LIMITED)
under power dated 30 August 2005 in)
the presence of:)


.....)
Signature of witness)

CATHERINE JAYNE HENDERSON)
Name of witness (block letters))


.....)

By executing this agreement the)
attorney states that the attorney has)
received no notice of revocation of)
the power of attorney)

EXECUTED by MUSASHI PTY LTD in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:



Signature of director

EDWARD FREDERICK HORE

Name of director (block letters)

EXECUTED by MUSASHI NZ LIMITED in accordance with section 180 of the Companies Act 1993 (NZ) by authority of its directors:

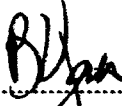


Signature of director

EDWARD FREDERICK HORE

Name of director (block letters)

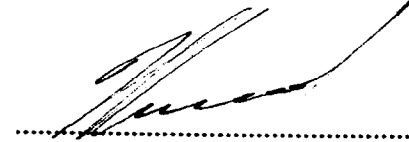
SIGNED by TIMOTHY FREDERICK HOREWOOD in the presence of:



Signature of witness

B.H. WYATT

Name of witness (block letters)



Signature of director/company secretary*

*delete whichever is not applicable

TIMOTHY FREDERICK HOREWOOD

Name of director/company secretary* (block letters)

*delete whichever is not applicable



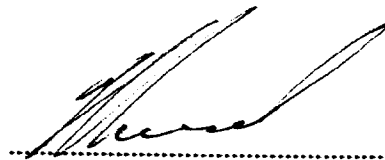
Signature of director/company secretary*

*delete whichever is not applicable

TIMOTHY FREDERICK HOREWOOD

Name of director/company secretary* (block letters)

*delete whichever is not applicable



Signature of TIMOTHY FREDERICK HOREWOOD

