

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SENSORTEC LIMITED	10/27/2006
RECEIVING PARTY DATA	
Name:	DEC INTERNATIONAL NZ LIMITED
Street Address:	558 Te Rapa Road
City:	Hamilton
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10539424
CORRESPONDENCE DATA	
Fax Number:	(312)360-9315
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 360-0080
Email:	docket@gbclaw.net
Correspondent Name:	Lawrence J. Crain
Address Line 1:	300 South Wacker Drive
Address Line 2:	Suite 2500
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	1209.73412
NAME OF SUBMITTER:	Lawrence J. Crain
Total Attachments: 7 source=AZ5498#page1.tif source=AZ5498#page2.tif source=AZ5498#page3.tif source=AZ5498#page4.tif source=AZ5498#page5.tif	

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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

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**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN:** SENSORTEC LIMITED

**AND:** DEC INTERNATIONAL NZ LIMITED


**DESCRIPTION:**

By this Deed SENSORTEC LIMITED assigns to DEC INTERNATIONAL NZ LIMITED all its right, title and interest in and to the *Intellectual Property Rights* relating to the *Invention*.

**James & Wells**

Level 9 Ellerslie Tower  
56 Cawley Street  
Private Bag 11907  
Ellerslie  
AUCKLAND

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# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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**BETWEEN**

**SENSORTEC LIMITED**, a New Zealand company having its registered office at 558 Te Rapa Road, Hamilton, New Zealand.

("Assignor")

**AND**

**DEC INTERNATIONAL NZ LIMITED**, a New Zealand company having its registered office at 558 Te Rapa Road, Hamilton, New Zealand.

("Assignee")

**ON THE BASIS THAT-**

**1.0 DEFINED TERMS**

**1.1.** *Copyright* shall mean the property rights which exist in any *Copyright Work*.

**1.2.** *Copyright Works* shall mean:

**1.2-1.** a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

**1.2-2.** a work in which copyright exists; and

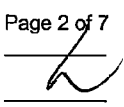
which relates to the *Invention*.

**1.3.** *Design Rights* shall mean the right to apply for a registered design relating to the *Invention* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

**1.4.** *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Invention* including without limitation the *Patent*, the *Patent Rights*, the *Design Rights*, the *Copyright* and the *Technical Information*.

**1.5.** *Invention* shall mean the invention the subject of the *Patent*.

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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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1.6. *Patent* shall mean the patent application and/or letters patent set out in the Schedule and any patent application or letters patent claiming priority from same, and any letters patent granted upon any of the foregoing patent applications.

1.7. *Patent Rights* shall mean:

1.7-1. the right to apply for any patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and

1.7-2. the rights conferred by the *Patent* including the right to claim priority under any international convention and the right conferred by such *Patent* now and/or when granted.

1.8. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

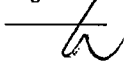
### 2.0 BACKGROUND

2.1. An application relating to the *Patent* was incorrectly filed in the name of the **Assignor** as opposed to the **Assignee**.

2.2. The **Assignor** acknowledges that the Assignee is or should be the owner of the *Invention* and *Intellectual Property Rights*.

2.3. The **Assignor** has agreed to assign, and the **Assignee** has agreed to take an assignment of, the *Invention* and the *Intellectual Property Rights* on the terms described below.

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# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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BY THIS DEED THE PARTIES AGREE –

## 3.0 THE ASSIGNMENT

- 3.1. The **Assignor** hereby assigns all its right, title and interest in and to the *Invention* and *Intellectual Property Rights* to the **Assignee**.
- 3.2. The assignment will take effect on the date this Deed is fully executed by the **Assignor** or on the date the first patent application relating to the invention was filed in the name of one or more of the parties, whichever is the earlier lawful date.

## 4.0 CONSIDERATION

- 4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to the **Assignor** upon execution of this Agreement the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignor**.
- 4.2. Any and all rights of the **Assignor** with respect to the *Invention* and *Intellectual Property Rights* will pass to the **Assignee** upon execution of this Agreement.


## 5.0 ASSIGNOR'S OBLIGATIONS

- 5.1. The **Assignor** undertakes to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all their right, title and interest to the *Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.

## 6.0 GOVERNING LAW

- 6.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

6.2. Each party to this Deed submits to the exclusive jurisdiction of the courts of New Zealand.

Signed as a Deed this x 27<sup>th</sup> day of x October 2006 for and on behalf of  
SENORTEC LIMITED by its duly authorised officers\*

<u>x William S. Thompson</u> Name	<u>x</u> Name
<u>x</u> Signature	<u>x</u> Signature
<u>x Director</u> Position	<u>x</u> Position

Witnessed by:

<u>x Lynn Tebbutt</u> Name
<u>x</u> Signature
<u>x Office Manager</u> Occupation
<u>x Hamilton</u> Place

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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Signed as a Deed this 27th day of October 2006 for and on behalf of  
DEC INTERNATIONAL NZ LIMITED by its duly authorised officers\*

<u>William S. Thompson</u> Name	_____ Name
<u>[Signature]</u> Signature	_____ Signature
<u>Director</u> Position	_____ Position

Witnessed by:

<u>Lynn Tabbatt</u> Name
<u>[Signature]</u> Signature
<u>Office Manager</u> Occupation
<u>Hamilton</u> Place

\* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

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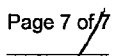


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## SCHEDULE

*Patent (clause 1.6):*

Title	Country	Application Number	Filing Date
On-Farm Separation of Milk Components	United States of America	10/539,4244	20 June 2005

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**PATENT**

**RECORDED: 12/07/2006**

**REEL: 018598 FRAME: 0287**