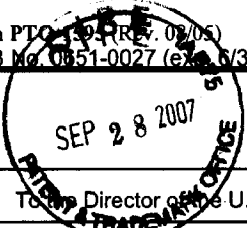


10-03-2007



103450075

To: Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

9.28.07

1. Name of conveying party(ies)

BIOX CORPORATION

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Heckbert 27 Group Financing Limited Liability

Internal Address: Company

Street Address: 1074 Budapest

City: Dohany utca 12

State:

Country: Hungary

Zip:

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 2, 2006

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,642,399

6,712,867

Additional numbers attached?  Yes  No

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

Name: Patricia A. Rae (Dr.)

Internal Address: Sim & McBurney

Street Address: 330 University Avenue

6th Floor

City: Toronto

State: Ontario

Zip: M5G 1R7

Phone Number: (416) 849-8380

Fax Number: (416) 595-1163

Email Address: rae@sim-mcburney.com

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 192253

Authorized User Name Patricia A. Rae (Dr.)

9. Signature:

*Patricia Rae*

Signature

September 27, 2007

Date

PATRICIA RAE

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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INTELLECTUAL PROPERTY AGREEMENT

THIS AGREEMENT is made as of the day of March 02, 2006

BETWEEN:

**BIOX CORPORATION**, a Corporation, incorporated under the laws of Canada, with a head office located at 125 Lakeshore Road East, Suite 200, Oakville, Ontario L6J 1H3 Canada ("Biox");

-- and --

**HECKBERT 27 GROUP FINANCING LIMITED LIABILITY COMPANY**, a limited liability company, incorporated according to the laws of Hungary, with a head office located at 1074 Budapest, Dohány utca 12., Hungary;

(the "Company").

**WHEREAS** Biox own rights to certain Intellectual Property listed in Schedule "A" (the "Intellectual Property"), relating to certain intellectual property of the Company covering areas outside of Canada.

**WHEREAS** the Company has currently a registered share capital of USD 15,000 and Biox and Biox Canada Limited are the sole members of the Company whereas Biox has a share of USD 14,500 and Biox Canada Limited a share of USD 500.

**WHEREAS** pursuant to the Hungarian Companies Act, each member shall have only one share in a company. If a member acquires another independent share or increases the registered share capital, his original share shall be increased by the amount of the acquired share or his capital increase.

**AND WHEREAS** for good and valuable consideration, Biox wishes to transfer the Intellectual Property to Company and Company wishes to acquire such Intellectual Property.

**Assignment:**

1. Biox assigns and transfers to Company, Biox's entire worldwide right, title and interest in and to the Intellectual Property and any and all writings, drawings, machines, prototypes, compositions of matter, designs, methods, processes, data, databases, computer programs, concepts and other works, made, authored, conceived, created or developed by Biox and Biox's

employees and contractors relating to or in respect of the Intellectual Property or the inventions or designs disclosed in the Intellectual Property, and all trade-marks, goodwill, trade names, distinguishing guises used by Biox in its business in connection with commercializing and exploiting the Intellectual Property, such transfer to be effective by way of increasing the registered share capital of the Company with such Intellectual Property as contribution in kind by Biox and by passing the respective corporate resolution which will be effective with the registration by the court of registry.

**Representations and Warranties:**

2. Biox represents and warrants that Biox has all right and authority to make this Agreement, Biox further represents and warrants that no person or entity other than Biox has any right, title or interest in or to any Intellectual Property, and that Biox has not transferred or encumbered any rights in the Intellectual Property, and can enter into this Agreement; and that by virtue of the registration of the assignment and transfer of the Intellectual Property as contribution in kind to the registered share capital of the Company by the court of registry, the Company shall be the owner of the entire right title and interest in the Intellectual Property.

**No Rights in Canada**

3. For further certainty, no rights are granted to any intellectual property or other property of Biox that relates to Canada or any Canadian intellectual property of Biox. All Canadian rights of whatever kind are retained by Biox.

**Transfer of Registrations**

4. Company and Biox acknowledge that although this assignment is intended to be effective immediately, it will not be possible to transfer the registrations of the patents and other Intellectual Property that is subject to this assignment in the jurisdictions described in Schedule A immediately, and accordingly, Biox hereby agree that all such registrations and all Intellectual Property covered by such registrations shall be deemed to be held in trust by Biox for the benefit of the Company until the transfer of such registrations into the name of the Company can be effected. Biox further agrees to use reasonable commercial efforts to transfer the aforesaid registration into the name of the Company as soon as reasonably possible.

**Share Consideration:**

5. In consideration of the grant of rights contained in this Agreement, Biox shall be the sole owners of the increased share of USD 12,297,000 held in the Company.

**Confidentiality:**

6. For the purposes of this Agreement, "Information" shall mean:

- (i) trade secrets, improvements, innovations, know how and technical expertise,
- (ii) inventions, whether patentable or not,
- (iii) unpublished applications for the protection or registration of patents, trademarks, copyright or other intellectual property,
- (iv) specifications, graphic designs, training concepts, software and databases, drawings, report layouts, and cost data,
- (v) marketing concepts and ideas, financial information, business information and methods, business plans, and personnel data,
- (vi) information concerning any unreleased, unannounced or prototype product or method, and

that are, or have been, either developed by Biox or that have been disclosed by Biox to Company, in each case whether so disclosed in writing, orally, by visual presentation or demonstration, or by electronic access.

7. Company agrees to use the same care and discretion to avoid disclosure, publication and dissemination of Information as it uses with his own similar information that it does not wish to disclose, publish or disseminate, but in no case will Company use less than a reasonable standard of care and discretion.

8. Company shall not disclose any Information without the express written consent of Biox, except that Company may license such information to a Licensee of the Intellectual Property under terms of confidentiality consistent with this Agreement.

9. Company shall notify Biox immediately upon discovery of any unauthorized use or disclosure of Information, or any other breach of this Agreement by Company, or by any third party, and Company will co-operate with Biox as necessary to enable Biox to regain possession of the Information and prevent its further unauthorized use.

10. This Agreement does not restrict disclosure or use of Information that:

- (i) is rightfully received from another without obligation of confidentiality,
- (ii) is or becomes publicly available without breach of this Agreement,
- (iii) is disclosed by Biox to another without obligation of confidentiality, or

- (iv) is required of Company to be disclosed by operation of law, provided Company gives Biox prompt notice to allow Biox a reasonable opportunity to obtain a protective order against such disclosure.

Any combination of information which comprises individual parts of the Information shall not be included in the foregoing exceptions merely because such individual parts were each separately within the foregoing exceptions, unless the combination itself falls within the foregoing exceptions.

11. Company's obligation to protect Information shall expire the later of ten (10) years from the date of this Agreement, or ten (10) years from its date of disclosure by Biox to Company.

12. All parties agree that any Information provided by Biox is disclosed solely on an "AS IS" basis, without warranty or condition of any kind, Company is not liable for any damages arising out of use of the Information.

**General:**

12. Biox agrees to execute and deliver, without further consideration, all further documents or do such things as may be required or reasonably deemed by Company to be advisable to give full effect to this Agreement, and to permit Company to obtain and maintain applications, or to facilitate the prosecution of applications, for the protection of the Intellectual Property.

13. This Agreement shall be governed by the laws of the Province of Ontario.

14. If any provision of this Agreement is invalid, unenforceable, in conflict with, or in violation of, the law of the governing jurisdiction or any other relevant jurisdiction, such provision shall be inoperative, and the validity and enforceability of the balance of that provision and the remaining provisions hereof shall not be affected.

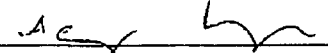
15. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

16. The Parties hereto have requested that this Agreement be written in the English language. Les parties aux presentes ont exigé que la présente entente soit rédigée en langue anglaise.

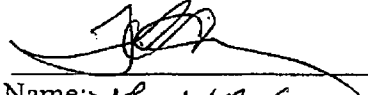
17. This Agreement shall be irrevocable and shall enure to the benefit of and be binding upon Biox and the successors and assigns of Biox.

SIGNED, SEALED AND DELIVERED at the City of Budapest, Hungary, this 2nd day of March, 2006.

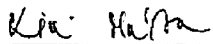
BIOX:

Witness:   
AKOS CSORGO

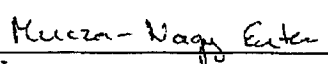
BIOX CORPORATION

  
Name: R HAIG  
Title: PRESIDENT + CEO


COMPANY:

Witness:   
KIRI MARTA

HECKBERT 27 KFT.

  
Name:  
Title: Managing director

HECKBERT 27 KFT.

  
Name:  
Title: Managing director

**SCHEDULE A**  
**LIST OF CONTRIBUTION IN KIND**

	DESCRIPTION OF THE INTELLECTUAL PROPERTY	REGISTRATION NO.	REFERENCE NO.	COUNTRY
1.	BIOX trademark	126,267	10976-1	Ecuador
2.	BIOX Design trademark	-	4354866 SML 10976-21	Europe
3.	BIOX trademark	76/189,717	SML 10976-4	USA
4.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	771781	10976-14 PAR	Australia
5.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	P10013396-5	10976-12 PAR	Brasil
6.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	00 811,749.7	10976-16 PAR	China
7.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	1206437	10976-13 PAR	Europe
8.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	210753	10976-20 PAR	Hong Kong
9.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	W002002 00635	10976-18 PAR	Indonesia
10.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	2001-516,882	10976-10 PAR	Japan
11.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	228212	10976-11 PAR	Mexico
12.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	PA/a/2002/001636	5370-30 PAR	Mexico
13.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	517,447	10976-15 PAR	New Zealand
14.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	PCT/CA/00/0 0930 2381394	10976-9 PAR	PTC (Paris Treaty Convention)
15.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	2002/1238	10976-17 PAR	South Africa
16.	Single Phase Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	6,642,399	10976-5 PAR	USA
17.	Process for Production of Fatty Acids Methyl Esters from Mixtures of Triglycerides and Fatty Acids	09/639,718	10976-6 PAR	USA

**PATENT**