

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Beta Carotene Investments Limited	10/03/2008
RECEIVING PARTY DATA	
Name:	Beta Nutrition Limited
Street Address:	Level 4,1 Chandos Street, St Leonards
City:	New South Wales
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6805800
CORRESPONDENCE DATA	
Fax Number:	(703)685-0573
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ggrayson@young-thompson.com
Correspondent Name:	Young & Thompson
Address Line 1:	209 Madison Street
Address Line 2:	Suite 500
Address Line 4:	Alexandria, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	6004-1005
NAME OF SUBMITTER:	Eric Jensen
<p>Total Attachments: 9</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p> <p>source=Assignment#page3.tif</p> <p>source=Assignment#page4.tif</p> <p>source=Assignment#page5.tif</p> <p>source=Assignment#page6.tif</p>	

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Dated 3RD OCTOBER 2008

Deed of Assignment of Intellectual Property

Parties

Beta Carotene Investments Limited

Beta Nutrition Limited
Australia

Contact

Mallon & Co Pty Ltd
56 Ord Street
WEST PERTH
WA 6005 Australia
Phone: 08 9262 5300
Email: pmallon@mallonco.com
Website: www.mallonco.com

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Deed made 3RD OCTOBER,

2008

Parties

Beta Carotene Investments Limited
of Level 14, Forsyth Barr Tower, 55-65 Shortland Street, Auckland,
New Zealand ("Assignor")

Beta Nutrition Limited
of Level 4, 1 Chandos Street, St Leonards, New South Wales,
Australia ("Assignee")

Introduction

- A. In the course of Assignor's research and development activities, certain Intellectual Property has been developed.
- B. By this Deed, the Parties agree that all rights, title and interests in all Intellectual Property in the Technology developed by the Assignor is assigned to the Assignee to be held exclusively by the Assignee.

It is agreed

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

- (1) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or is to be made.
- (2) **Deed** means this document, including any schedule or annexure to it.
- (3) **Effective Date** means the date specified in Item 2 of the Schedule.
- (4) **Improvements** means any improvement, modification or enhancement.
- (5) **Intellectual Property** means
 - (a) the various rights and property conferred under statute, common law and equity in and in relation to patents, inventions, designs, copyright, trademarks, trade names, business names, corporate names, logos, get up, circuit layouts, know-how, trade secrets



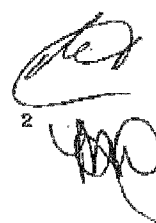
and confidential information kept confidential and all other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967

and includes:

- (b) all applications for registration, addition, division, continuation, extension, renewal, re-issue or otherwise in respect of the rights and property referred to in paragraph (a) of this definition; and
- (c) all rights of action in respect of the rights and property referred to in paragraph (a) of this definition.
- (6) **Patent** means the patents and patent applications (if any) set out in Item 1 of the Schedule.
- (7) **Technology** means:
 - (a) The Patents; and
 - (b) Any and all Improvements to the Patents therein

1.2 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (i) the Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision;
 - (f) any reference to money is deemed to be Australian dollars, unless otherwise stated;
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of this Deed or affect its interpretation.



- (4) Headings are for convenience only and do not form part of this Deed or affect its interpretation.
- (5) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.
- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

1.3 Parties

- (1) If a party consists of more than one person, this Deed binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

2 Assignment of Intellectual Property

2.1 Upon receipt of the consideration sum of \$30,000 exclusive of GST (the receipt and sufficiency of which is acknowledged by the Assignor), with effect from the Effective Date, the Assignor confirms the assignment to the Assignee of all rights, title and interests throughout the World in:

- (1)
 - (a) the Technology including rights held before or after the Effective Date; and
 - (b) all choses in action which may have accrued in relation to the Technology including choses in action before and after the Effective Date; and
- (2) without in any way limiting sub-clause 2.1(1) and 1.1(1) above, all current patents (if any) and/or patent application set out in Item 1 of the Schedule and all patents issuing from any such patent applications including all patents that may be granted in any jurisdiction which claim priority from and/or which are from the same patent family in the patents (if any) and patent applications set out in Schedule 1.

3. Power of Attorney

3.1 The Assignor irrevocably, and for valuable consideration, appoints the Assignee as its attorney to do anything, including sign any document:

- (1) which the Assignor is obliged to do under this Deed but has not done;
- (2) which is necessary, or would help, to give effect to any right or power given to the Assignee by this Deed;



- (4) to commence and prosecute proceedings in the name of the Assignor in any court of law in any jurisdiction throughout the World for any Infringement of Intellectual Property by which proceedings the Assignee may recover any damages or seek any other relief whether the infringements were committed before or after the Effective Date.

3.2 The Assignor must ratify where reasonably necessary anything done by Beta Nutrition Limited as attorney in accordance with clause 3.1.

4. Warranties

4.1 The Assignor warrants to the Assignee that:

- (1) neither the execution of this Deed nor the performance by it of its obligations will cause it to be in breach of any agreement or understanding to which it is a party or is subject;
- (2) The Assignor has not granted any licences or other rights to any person in relation to the Intellectual Property in the Technology;
- (3) The Assignor has not entered into any agreement or arrangement involving the sale, mortgage or pledge of the Intellectual Property in the Technology;

5. Further Assurance

Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

6. Severability

If anything in this Deed is unenforceable, illegal or void then it is severed and the rest of this Deed remains in force.

7. Variation

An amendment or variation to this Deed is not effective unless it is in writing and signed by the parties.

8. Waiver

- 8.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 8.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- 8.3 A waiver is not effective unless it is in writing.
- 8.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

9. Goods and Services Tax

- 9.1 For the purposes of this clause 9, the terms "Supply", "Taxable Supply", "GST", "Input Tax Credit" and "Tax Invoice" have the meanings given to those terms under the GST Act.
- 9.2 Unless otherwise expressly stated, all amounts payable under this Agreement are expressed to be exclusive of GST. If GST is payable on a Taxable Supply, the amount payable for that Taxable Supply will be the amount expressed in this Agreement plus GST.
- 9.3 Without limiting clause 9.2, if an amount payable under this Agreement is calculated by reference to a liability incurred by a Party, then the liability must be reduced by the amount of any Input Tax Credit to which that Party is entitled in respect of that liability. A Party will be assumed to be entitled to a full Input Tax Credit unless it demonstrates that its entitlement is otherwise prior to the date on which payment must be made.
- 9.4 A Party receiving a Taxable Supply ("Recipient") is not required to pay an amount on account of GST under clause 9.2 to the party making the Taxable Supply ("Supplier") until the Supplier has provided the Recipient with a Tax Invoice in respect of that Taxable Supply.
- 9.5 If the amount paid by the Recipient under clause 9.2 differs from the amount of GST payable at law by the Supplier on the Taxable Supply, the amount paid by the Purchaser to the Vendor will be adjusted accordingly.

10. Costs and Outlays

- 10.1 Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Deed.
- 10.2 The Assignee must pay all stamp duty and other government imposts payable connection with this Deed and all other documents and matters referred to in this Deed when due.

11. Governing Law and Jurisdiction

- 11.1 The law of Western Australia governs this Deed.
- 11.2 The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Federal Court of Australia.



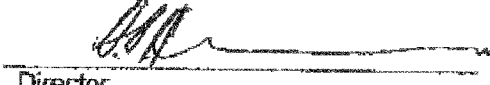
Schedule

Patents (Item 1)	Effective Date (Item 2)
International Patent PCT Application PCT/NZ99/00124	9 August 1998
Australian Patent 758066	9 August 1998
New Zealand Patent 337189	9 August 1998
New Zealand Trade Mark 600091	30 September 1999
International Patent PCT Application PCT/NZ00/00001	10 January 2000
European Patent 1250180	10 January 2000
UK Patent 1250180	10 January 2000
Spanish Patent 1250180	10 January 2000
Portuguese Patent 1250180	10 January 2000
Italian Patent 1250180	10 January 2000
German Patent 1250180	10 January 2000
French Patent 1250180	10 January 2000
United States Patent 6,805,800	10 January 2000
Israeli Patent 144983	10 January 2000
Japanese Patent Application 2001- 551581	10 January 2000
Canadian Patent Application 2,396,726	10 January 2000

Executed as a Deed

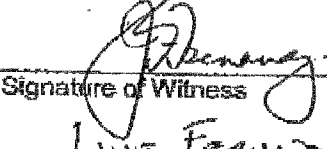
Executed by BETA CAROTENE
INVESTMENTS LIMITED


Director/Company Secretary



Director

JOHN FERNANDEZ
Name of Director/Company Secretary


HARRIS HUNTER
Name of Director



Signature of Witness

JUNE FERNANDEZ
Name of Witness (BLOCK LETTERS)
39 EUNOKA STREET
NORTHBRIDGE NSW 2063
Address of Witness


Stephanie Sara Louise Brensell
Accounting Technician
Dunedin N.Z.

Executed by BETA NUTRITION
LIMITED in accordance with
section 127 of the Corporations Act
2001:


Director/Company Secretary


Director

TRACY ANNE DICECUS
PETER KEATING
Name of Director/Company Secretary

MICHAEL RUANE
Name of Director