

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT														
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT														
<b>CONVEYING PARTY DATA</b>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Alistair James Carr</td> <td>08/23/2004</td> </tr> <tr> <td>Christina June Coker</td> <td>08/23/2004</td> </tr> <tr> <td>Brian Ashley Kells</td> <td>09/17/2004</td> </tr> <tr> <td>Peter Dudley Elston</td> <td>09/10/2004</td> </tr> <tr> <td>Lilian de Barros Ferreira</td> <td>08/23/2004</td> </tr> <tr> <td>Fonterra Research Centre Limited</td> <td>10/04/2004</td> </tr> </tbody> </table>		Name	Execution Date	Alistair James Carr	08/23/2004	Christina June Coker	08/23/2004	Brian Ashley Kells	09/17/2004	Peter Dudley Elston	09/10/2004	Lilian de Barros Ferreira	08/23/2004	Fonterra Research Centre Limited	10/04/2004
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<b>RECEIVING PARTY DATA</b>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Name:</b></td> <td>Fonterra Co-Operative Group Limited</td> </tr> <tr> <td><b>Street Address:</b></td> <td>9 Princes Street</td> </tr> <tr> <td><b>City:</b></td> <td>Auckland</td> </tr> <tr> <td><b>State/Country:</b></td> <td>NEW ZEALAND</td> </tr> </table>		<b>Name:</b>	Fonterra Co-Operative Group Limited	<b>Street Address:</b>	9 Princes Street	<b>City:</b>	Auckland	<b>State/Country:</b>	NEW ZEALAND						
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<b>Street Address:</b>	9 Princes Street														
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<b>PROPERTY NUMBERS Total: 1</b>															
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<b>Application Number:</b>	10564125														
<b>CORRESPONDENCE DATA</b>															
<p>Fax Number: (949)760-9502</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (949) 760-0404</p> <p>Email: efilings@kmb.com</p> <p>Correspondent Name: Knobbe, Martens, Olson &amp; Bear, LLP</p> <p>Address Line 1: 2040 Main Street, 14th Floor</p> <p>Address Line 4: Irvine, CALIFORNIA 92614</p>															
<b>ATTORNEY DOCKET NUMBER:</b>	DAIRY88.016APC														
<b>NAME OF SUBMITTER:</b>	David K. Buckingham														

OP \$40.00 10564125

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**PATENT**  
**REEL: 025337 FRAME: 0076**

**Total Attachments: 7**

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## DEED OF ASSIGNMENT

**BETWEEN**     **ALISTAIR JAMES CARR; CHRISTINA JUNE COKER; BRIAN ASHLEY KELLS and PETER DUDLEY ELSTON**, all New Zealand citizens and  
**LILIAN DE BARROS FERREIRA**, a Brazilian citizen; all of Fonterra  
Palmerston North, Private Bag 11 029, Dairy Farm Road, Palmerston North, New Zealand  
(Inventors)

**AND**            **FONTERRA RESEARCH CENTRE LIMITED**, a New Zealand company, of  
Dairy Farm Road, Fitzherbert West, Palmerston North, New Zealand (FRC)

**AND**            **FONTERRA CO-OPERATIVE GROUP LIMITED**, a New Zealand company,  
*9 Princes Street*  
~~Building 103, Leonard Isitt Drive, Auckland Airport, Auckland, New Zealand~~  
(Assignee)

### RECITALS

1. The Inventors have during the course of their employment with FRC made an invention entitled "Dairy Product and Process" (the "Invention") and acknowledge that the FRC is or should be proprietor of all rights (the "Patent Rights") in the Invention including the right to apply for patent or equivalent protection in any country or countries of the world, to claim priority under international convention from any such application or applications and the rights conferred by such patent or equivalent protection when granted.
2. The Inventors have made (in trust on behalf of the Assignee) patent applications for the Invention (the "Applications") as set out in the Schedule.
3. To the extent the Inventors have been the creators of original literary works (including compilations of data) in relation to the Invention, the Inventors acknowledge that copyright in such literary works (the "Copyright") is or should be the property of FRC.
4. FRC and the Assignee are affiliated companies.
5. FRC and the Assignee have agreed that the Invention, the Patent Rights, the Copyright and the Application should be assigned to the Assignee under the following terms and conditions.



## **OPERATIVE PROVISIONS**

### **1. Assignment**

In consideration of the premises and the sum of One NZ Dollar (\$1.00) paid by the Assignee to the Inventors and FRC the receipt of which is hereby acknowledged:

- (A) The Inventors (at the request and by the direction of FRC) hereby assign all their rights in the Invention, the Applications, the Copyright and the Patent Rights to the Assignee.
- (B) FRC confirms the assignment and hereby assigns whatever beneficial title it owns in the Invention, the Application, the Copyright and the Patent Rights to the Assignee.

### **2. Improvements**

- (A) The Inventors while employed by and/or under the or a commission for money or money's worth from FRC or the Assignee shall forthwith disclose to the Assignee all improvements in, modifications of or additions to the Invention and the Copyright works created by the Inventors.
- (B) The Inventors shall assign to the Assignee upon request all rights to all improvements in, modifications of or additions to the Invention and the Copyright works devised created and/or designed by the Inventors while employed by and/or under the or a commission for money or money's worth from the FRC or the Assignee, such assignment to be of all rights in New Zealand and any other country or countries.

### **3. Execution of Documents**

The Inventors shall at the expense of the Assignee (if requested by the Assignee) in respect of the Invention and the Copyright works in New Zealand or any other country:

- (A) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for intellectual property protection of the Invention and/or Copyright works with the understanding and the intention that all interest in such applications and any granted protection is to vest in the Assignee;
- (B) execute documents and do all acts necessary or convenient to assure the applying for and/or obtaining of any such intellectual property protection;



- (C) execute documents and do all acts necessary or convenient to vest any such protection in the Assignee; and/or
- (D) execute documents and do all acts necessary or convenient to enable enforcement of any such protection.

**4. Information**

The Inventors shall at the request of the Assignee, and to the extent outstanding, furnish the Assignee with full details of and relating to the Invention, and the Copyright works (including the circumstances of invention and/or creation) and where possible all original versions of the Invention and the Copyright works.

**5. Confidentiality**

The Inventors agree to treat as confidential all information relating to the Invention and the Copyright works and shall not use, disclose or publish the same without the express prior written consent of the Assignee. Such obligation shall not extend to information which already is in or which enters the public domain through no fault of the Inventors. The Inventors agree to seek prior clearance from the Assignee in any case of uncertainty.

**6. Application to Improvements**

The obligations in Clause 3, 4 and 5 shall extend to all improvements, modifications and additions referred to in Clause 2 of this Deed.

**SCHEDULE**

COUNTRY	NUMBER	DATE
New Zealand	527159	21 July 2004
PCT International	PCT/NZ2004/000154	21 July 2004
Venezuela	2004-001210	26 July 2004




**EXECUTED as a Deed**


**BY ALISTAIR JAMES CARR** )  
in the presence of: )




**WITNESS**

Signature:   
Name: Cathrine B Carr  
Address: Fontena, Palmensto - North  
Occupation: Executive Secretary  
Date: 23.8.04


**BY CHRISTINA JUNE COKER** )  
in the presence of: )




**WITNESS**

Signature:   
Name: Cathrine B Carr  
Address: Fonterra, Palmensto - North  
Occupation: Executive Secretary  
Date: 23-8-04

**BY BRIAN ASHLEY KELLS** )  
in the presence of: )




**WITNESS**

Signature:   
Name: Cathrine B Carr  
Address: Fontena, Palmensto - North  
Occupation: Executive Secretary  
Date: 17.9.04


BY PETER DUDLEY ELSTON )  
in the presence of: )

  
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WITNESS

Signature:   
Name: Cathrine B Crow  
Address: Fonterra, Palmentia North  
Occupation: Executive Secretary  
Date: 10.9.04

BY LILIAN de BARROS FERREIRA )  
in the presence of: )

  
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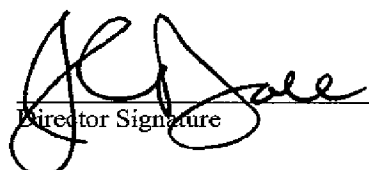
WITNESS

Signature:   
Name: Cathrine B Crow  
Address: Fonterra, Palmentia North  
Occupation: Executive Secretary  
Date: 23.8.04

BY FONTERRA RESEARCH )  
CENTRE LIMITED )

  
Director Signature

Graham Robert Stuart  
Director Name

  
Director Signature


Jason Colin Dale  
Director Name

Date: 4 October 2004

**BY FONTERRA CO-OPERATIVE  
GROUP LIMITED**

By its duly appointed attorney,  
David Allan Matthews

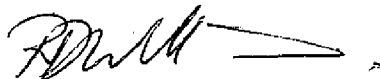
In the presence of:

)  
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)  
)  
)  
)  
  
Attorney's Signature

David Allan MATTHEWS  
Attorney's Name

**WITNESS**

Signature:



Name: **Roger Williams**

Address: **Manager  
Auckland**

Occupation:

Date: 4 October 2004



**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

I, **David Allan Matthews** of Auckland in New Zealand, General Counsel, Fonterra Co-operative Group Limited, hereby certify:

1. **THAT** by a deed dated 8 November 2002, **FONTERRA CO-OPERATIVE GROUP LIMITED**, a company established by the laws of New Zealand, appointed me its attorney on the terms and subject to the conditions set out in the said deed.
2. **THAT** at the date hereof I have not received any notice or information of the revocation of this appointment by any means whatsoever.

**SIGNED** at Auckland this 04 day of October 2004

  
David Allan Matthews