

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF NEW SOUTH WALES	11/30/2001
DSM FOOD SPECIALTIES AUSTRALIA PTY LIMITED	11/09/2001
FOOD TECHNOLOGY INNOVATIONS PTY LIMITED	12/03/2001
RECEIVING PARTY DATA	
Name:	PENFORD HOLDINGS PTY LIMITED
Street Address:	170 Epping Road, Lane Cove
City:	New South Wales (Penford)
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6060050
CORRESPONDENCE DATA	
Fax Number:	(908)707-3706
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9085756152
Email:	patents@nstarch.com
Correspondent Name:	National Starch LLC
Address Line 1:	10 Finderne Avenue
Address Line 2:	Suite C
Address Line 4:	Bridgewater, NEW JERSEY 08807
ATTORNEY DOCKET NUMBER:	3108.NTR
NAME OF SUBMITTER:	Karen G. Kaiser
<p>Total Attachments: 9</p> <p>source=DeedofAssignment_Penford#page1.tif</p> <p>source=DeedofAssignment_Penford#page2.tif</p>	

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PATENT
REEL: 025530 FRAME: 0440

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DEED OF ASSIGNMENT

**THE UNIVERSITY OF NEW SOUTH WALES
DSM FOOD SPECIALTIES AUSTRALIA PTY LIMITED
FOOD TECHNOLOGY INNOVATIONS PTY LIMITED
PENFORD HOLDINGS PTY LIMITED**

**BANKI HADDOCK FIORA
LAWYERS**

Level 10, 179 Elizabeth Street Sydney NSW Australia
Telephone 61 2 9266 3400 Facsimile 61 2 9266 3455

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**PATENT
REEL: 025530 FRAME: 0442**

DEED OF ASSIGNMENT

THIS AGREEMENT IS MADE AS A DEED ON 3 DECEMBER 2001

PARTIES

THE UNIVERSITY OF NEW SOUTH WALES of Anzac Parade, Kensington, New South Wales (UNSW)

DSM FOOD SPECIALTIES AUSTRALIA PTY LIMITED ACN 003 994 198 of 9 Moorebank Avenue, Moorebank, New South Wales (DSM)

FOOD TECHNOLOGY INNOVATIONS PTY LIMITED ACN 081 936 861 of G13 Biological Sciences Building, The University of New South Wales, Anzac Parade, Kensington, New South Wales (FTI)

PENFORD HOLDINGS PTY LIMITED ACN 094 279 339 of 170 Epping Road, Lane Cove, New South Wales (Penford)

BACKGROUND

- A. The parties are the owners of the Assets.
- B. UNSW, DSM and FTI have agreed to assign to Penford or its nominee their right and title to and interest in the Assets on the terms set out in this agreement.

AGREEMENTS

1. DEFINITIONS

Assets means the Patents and the Intellectual Property;

Centre means the Cooperative Research Centre for Food Industry Innovation;

GST has the same meaning as in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*;

Intellectual Property means any copyright, registered and unregistered trade marks, registered and unregistered designs, confidential information, know-how and trade secrets arising out of the development of, or subsisting in the materials used to create, the Patents; and

Patents means the patent applications and registrations specified in the schedule, including reissues, divisionals and continuing applications thereof.

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2. ASSIGNMENTS

2.1 Patents

- 2.1.1 UNSW and DSM assign to Penford or its nominee their right and title to and interest in the Patents, for the remainder of those rights, including all renewals and extensions.
- 2.1.2 FTI assigns to Penford or its nominee its right and title to and interest in the Patents, for the remainder of those rights, including all renewals and extensions.

2.2 Intellectual Property

UNSW, DSM and FTI assign to Penford or its nominee their right and title to and interest in the Intellectual Property.

3. ACKNOWLEDGMENTS

Penford:

- (a) accepts the title that UNSW, DSM and FTI have to the rights, title and interests assigned by this agreement;
- (b) acknowledges that UNSW, DSM and FTI make no representation or warranty that the Assets do not or will not infringe any other person's rights; and
- (c) acknowledges that it is responsible for all costs associated with maintaining the Assets.

4. AMENDMENT

This agreement may only be varied by the written agreement of the parties.

5. FURTHER ASSURANCE

Each party must sign all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this agreement.

6. GST

In relation to any GST payable for a taxable supply (as defined under GST law) by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice (as defined under GST law).

7. GOVERNING LAW AND JURISDICTION

This agreement is governed by and must be construed in accordance with the laws of New South Wales. Each party:

- (a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and

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(b) waives any right to object to proceedings being brought in those courts for any reason.

8. ENTIRE AGREEMENT

This agreement embodies the entire understanding and agreement between the parties as to its subject matter.

SCHEDULE

Patents: Resistant starch series

Item 1: Probiotic compositions

Patent number	Country	Status
687253	Australia	Under opposition
293195	New Zealand	Granted
37905	Singapore	Granted
2199140	Canada	National phase
3037435	Japan	Grant revoked, but subject to issues raised by the examiner
6060050	USA	Granted
95932570.5	Europe	Regional phase
97-701668	South Korea	Proceeding through examination

Item 2: Enhancement of microbial colonisation of the GI tract

Patent number	Country	Status
705095	Australia	Under opposition
331950	New Zealand	Published 28 February 2000, no opposition, grant imminent
56454	Singapore	Granted
2249361	Canada	National phase
532982/97	Japan	Filed and proceeding
09/155,117	USA	Awaiting official letters patent
97908078.5	Europe	Regional phase
98-707460	South Korea	National phase

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Item 3: Selection and/or enhancement of resident microorganisms in the GI tract

Patent number	Country	Status
705629	Australia	Under opposition
331952	New Zealand	Granted
56453	Singapore	Granted
2253364	Canada	National phase
532981/97	Japan	National phase
09/155,115	USA	Allowed, continuation underway
97908.077.7	Europe	Regional phase
98-707462	South Korea	National phase

Item 4: Alteration of microbial populations in the GI tract

Patent number	Country	Status
20180/97	Australia	Accepted -- opposition pending
331951	New Zealand	Granted
9804949-7	Singapore	Awaiting letters patent
2249189	Canada	National phase
532980/97	Japan	National phase
09/155116	USA	National phase
97908076.9	Europe	Regional phase
98-707461	South Korea	National phase

Item 5: Improved microbial preparations

Patent number	Country	Status
PCT/AU00/00021	International	Under application

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SIGNED AS A DEED

~~Signed, sealed and delivered by The University of New South Wales.~~

b. condous
.....
Signature of witness
Registrar and Deputy Principal
.....
Name of witness (print)

THE SEAL of THE UNIVERSITY
OF NEW SOUTH WALES was this
30 day of November 2001
affixed to this document pursuant
to a resolution of the Council in
the presence of

Mark Seal
.....
Signature of authorised person
DEPUTY VICE-CHANCELLOR
Office held

MARK SEBASTIAN LAINWRIGHT
.....
Name of authorised person

Signed by DSM Food Specialties
Australia Pty Limited:

.....
Signature of director

.....
Name of authorised person (print)

.....
Signature of director/secretary

.....
Name of authorised person (print)

Signed by Food Technology
Innovations Pty Limited:

.....
Signature of director

.....
Name of authorised person (print)

.....
Signature of director/secretary

.....
Name of authorised person (print)

Deed of assignment

SIGNED AS A DEED

Signed, sealed and delivered by **The University of New South Wales:**

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Signature of witness

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Name of witness (print)

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Signature of authorised person

.....
Office held

.....
Name of authorised person

Signed by **DSM Food Specialties Australia Pty Limited:**

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Signature of director

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Name of authorised person (print)

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Signature of director/secretary

.....
Name of authorised person (print)

Signed by **Food Technology Innovations Pty Limited:**

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Signature of director

.....
Name of authorised person (print)

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Signature of director/secretary

.....
Name of authorised person (print)

Deed of assignment

SIGNED AS A DEED

Signed, sealed and delivered by The
University of New South Wales:

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Signature of witness

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Name of witness (print)

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Signature of authorised person

.....
Office held

.....
Name of authorised person

Signed by DSM Food Specialties
Australia Pty Limited:

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Signature of director

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Name of authorised person (print)

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Signature of director/secretary

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Name of authorised person (print)

Signed by Food Technology
Innovations Pty Limited:

.....
Signature of director

PETER J BRADY
.....
Name of authorised person (print)

.....
Signature of director/secretary

NOEL W DUNN
.....
Name of authorised person (print)

Deed of assignment

Signed by Penford Holdings Pty
Limited:

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Signature of director

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Name of authorised person (print)

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Signature of director/secretary

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Name of authorised person (print)

Confidential: Karen, 11-Nov-09