

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>UNIVERSITY OF NEW SOUTH WALES</td><td>06/28/1999</td></tr><tr><td>ARNOTT'S BISCUITS LIMITED</td><td>05/13/1999</td></tr><tr><td>BURNS PHILP & COMPANY LIMITED</td><td>05/13/1999</td></tr><tr><td>BURNS PHILP RESEARCH & DEVELOPMENT PTY LIMITED</td><td>05/13/1999</td></tr><tr><td>GIST-BROCADES AUSTRALIA PTY LIMITED</td><td>05/13/1999</td></tr><tr><td>GOODMAN FIELDER INGREDIENTS LIMITED</td><td>05/13/1999</td></tr></tbody></table>		Name	Execution Date	UNIVERSITY OF NEW SOUTH WALES	06/28/1999	ARNOTT'S BISCUITS LIMITED	05/13/1999	BURNS PHILP & COMPANY LIMITED	05/13/1999	BURNS PHILP RESEARCH & DEVELOPMENT PTY LIMITED	05/13/1999	GIST-BROCADES AUSTRALIA PTY LIMITED	05/13/1999	GOODMAN FIELDER INGREDIENTS LIMITED	05/13/1999
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GIST-BROCADES AUSTRALIA PTY LIMITED	05/13/1999														
GOODMAN FIELDER INGREDIENTS LIMITED	05/13/1999														
RECEIVING PARTY DATA															
Name:	FOOD TECHNOLOGY INNOVATIONS PTY LIMITED														
Street Address:	Rm G13 Bioscience Building, University of New South Wales														
City:	Kensington, NEW SOUTH WALES														
State/Country:	AUSTRALIA														
PROPERTY NUMBERS Total: 1															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>6348452</td></tr></tbody></table>		Property Type	Number	Patent Number:	6348452										
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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:	3111.NTR														
NAME OF SUBMITTER:	Karen G. Kaiser														

CH \$40.00 6348452

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PATENT
REEL: 025569 FRAME: 0392

Total Attachments: 10

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**ASSIGNMENT
OF
INTELLECTUAL
PROPERTY**

Confidential
Karen,
11/19/99
Kaiser
5566

This ASSIGNMENT made the 13/4 day of May, 1991
BETWEEN The UNIVERSITY OF NEW SOUTH WALES of Anzac Parade, Kensington,
New South Wales; COMMONWEALTH SCIENTIFIC & INDUSTRIAL RESEARCH
ORGANISATION of Limestone Avenue, Campbell, Australian Capital Territory;
ARNOTT'S BISCUITS LIMITED (ACN 008 435 729) of 11 George Street, Homebush,
New South Wales; BURNS PHILP & COMPANY LIMITED (ACN 000 000 359) of Level
2, 51 Pitt Street, Sydney, New South Wales; BURNS PHILP RESEARCH &
DEVELOPMENT PTY LIMITED (ACN 003 994 241) of Level 2, 51 Pitt Street, Sydney,
New South Wales; GOODMAN FIELDER INGREDIENTS LIMITED (ACN 000 147 580)
of 45-47 Green Street, Botany, New South Wales; and GIST-BROCADES AUSTRALIA
PTY LIMITED (ACN 003 994 198) of 9 Moorebank Avenue, Moorebank, New South
Wales
(hereinafter called 'the Assignors') of the one part

and

FOOD TECHNOLOGY INNOVATIONS PTY LIMITED (ACN 081 936 861) of Rm G13
Bioscience Building, University of New South Wales, Kensington, New South Wales
(hereinafter called 'the Assignee') of the other part.

WHEREAS the Assignors are the legal and beneficial owners of the patents specified in the
Schedule (the 'Patents') in the proportions specified in the Agreement for the establishment
of a Cooperative Research Centre dated 17 June 1993 (the 'Centre Agreement')

AND WHEREAS each of the Assignors wishes to assign to the Assignee all of its interest in
the Patents and all improvements on or further inventions connected with the Patents which
may be made or discovered by the Assignors after the date of this Deed.

NOW THIS ASSIGNMENT WITNESSETH as follows:

1. Each of the Assignors assigns to the Assignee with effect from the date of this Deed all
of its rights, title and interest in the Patents and all improvements on or further
inventions connected with the Patents which may be made or discovered by the
Assignors after the date of this Deed including, without limitation, the right to bring

proceedings to enforce the Patents and restrain infringement of the Patents (whether occurring before or after the date of this Deed).

2. The Assignors hereby covenant with the Assignee as follows:
 - (a) the Patents are subsisting.
 - (b) that they will forthwith from time to time after making or discovering any improvement upon the Patents or any further invention relating to the Patents specified in the Schedule, disclose the same to the Assignee and if and whenever required by the Assignee, but at the cost of the Assignee will give to the Assignee full particulars as to the nature of and mode of performing the same and will (at the option of the Assignee) either apply for and endeavour to obtain or join with the Assignee in applying for and obtaining a patent in respect of such improvement or further invention and when and if the same shall be obtained will at the like expense execute and do all instruments, acts and things necessary for assigning the same unto the full and exclusive benefit thereof in the Assignee.
 - (c) That they will at the expense of the Assignee do all such acts and things as may be reasonably required by the Assignee for enabling it to obtain and enjoy the exclusive benefit of any extension or further grant of any Patent for the time being visited in the Assignee by virtue of this Assignment.
 - (d) That they will provide all reasonable, non-financial assistance for the assignment, including but not limited to signing assignment documents for each country of application of the Patents.
3. In consideration of this Assignment the expression 'Assignors' and 'Assignee' shall whenever the context so admits be deemed to include the Assignors and their respective successors and permitted assigns and the successors and permitted assigns of the Assignee.
4. For the purposes of this Assignment improvements shall mean any invention which relates to the field which the invention the subject of the Patents specified in the Schedule relates.
5. The Assignee shall keep the Patents in force and effect and should the Assignee decide not to keep a particular Patent or improvement, it shall first offer that Patent or

Improvement to the Assignors for transfer back and only if the Assignors do not wish to accept the Patent or Improvement, allow it to lapse.

6. All rights of the Assignors to use of the Patents and improvements thereto under the Centre Agreement, the Commonwealth Agreement of 17 June 1993 and the Technology License Agreement of 7 August 1998 shall not lapse due to this Assignment, and in this respect the contractual arrangements made in the various agreements remain fully in force.
7. The Assignee shall bear the costs for the fees associated with effecting the Assignment of the Patents.
8. This Assignment is governed by the laws of New South Wales.
9. This Assignment may be executed in one or more counterparts and, when executed by all parties, each counterpart will be deemed to be an original document.
10. Executed as a Deed.

Executed by The UNIVERSITY OF NEW SOUTH WALES



Signature of Director

28 JUN 1999

Professor M.S. Wainwright
Pro-Vice-Chancellor (Research)
Faculty of Engineering
The University of New South Wales



Signature of Witness

Name of Witness

Executed by COMMONWEALTH SCIENTIFIC AND INDUSTRIAL ORGANISATION

Signature of Director

Signature of Witness

Name of Director

Name of Witness

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Signature of Director

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Name of Director

Name of Witness

Executed by ARNOTT'S BISCUITS LIMITED

[Signature]
Signature of Director

Peter Jeffery
Name of Director

[Signature]
Signature of Witness

Clarith Binskin
Name of Witness

Executed by BURNS PHILP & COMPANY LIMITED

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Signature of Witness

Name of Director

Name of Witness

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X Thomas J. Degnan
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Michael Lane
Signature of Witness

Thomas J. Degnan
Name of Director

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Michael Lane
Signature of Witness

Thomas J. Degnan
Name of Director

Michael Lane
Name of Witness

Executed by GIST-BROCADES AUSTRALIA PTY LIMITED *mt*

Signature of Director

Signature of Witness

Name of Director

F. Sybesma

A.W. MacLaine Rent.

A.W. MACLAINE RENT.

Name of Witness

M.E.A. Hoppe

J.H.

J.A.G. ELLERMAN

Executed by GOODMAN FIELDER INGREDIENTS LIMITED

Signature of Director

Signature of Witness

Name of Director

Name of Witness

Executed by FOOD TECHNOLOGY INNOVATIONS PTY LIMITED

Signature of Director

Noel Dunn

NOEL DUNN

Signature of Witness

Rachel Lucas

RACHEL LUCAS

Signature of Director

PETER BRADFIELD

Signature of Witness

Rachel Lucas

RACHEL LUCAS

Executed by GIST-BROCADES AUSTRALIA PTY LIMITED

Signature of Director

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Steve Marshall
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Christine Vivian
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Steve Marshall
Name of Director

CHRISTINE VIVIAN
Name of Witness

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Noel Dunn
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Rachel Lucas
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NOEL DUNN
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RACHEL LUCAS
Name of Witness

P. J. Bradfield
Signature of Director

Rachel Lucas
Signature of Witness

PETER BRADFELD
Name of Director

RACHEL LUCAS
Name of Witness

SCHEDULE

PLASMIDS ENCODING BACTERIOPHAGE RESISTANCE

Priority Date: 13/10/94

APP NO. 9520797.3 (UK)

APP NO. 195 38 001.0 (GERMANY)

APP NO. 95 12049 (FRANCE)

APP NO. 33188/95 (AUSTRALIA)

PREBIOTICS AND PROBIOTICS

Priority Date: 19/12/96

PCT / AU 97 / 00859

RESISTANT STARCH SERIES:

PCT / AU 95 / 00613 PROBIOTIC COMPOSITIONS

(Owned 50% Goodman Fielder Ltd, 50% CRC-Participants).

Priority Date: 16/9/94

PCT / AU 97 / 00174 SELECTION AND/OR ENHANCEMENT OF RESIDENT
MICROORGANISMS IN THE GASTROINTESTINAL TRACT.

Priority Date: 20/3/96

PCT / AU 97 / 00175 ALTERATION OF MICROBIAL POPULATIONS IN THE
GASTROINTESTINAL TRACT

Priority Date: 20/3/96

PCT / AU 97 / 00176 ENHANCEMENT OF MICROBIAL COLONISATION IN THE
GASTROINTESTINAL TRACT

Priority Date: 20/3/96

3108 case 3

3111 case 6

3110 case 5

3109 case 4