

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
PENFORD HOLDINGS PTY LIMITED	11/27/2009

**RECEIVING PARTY DATA**

Name:	National Starch LLC
Street Address:	10 Finderne Avenue
City:	Bridgewater
State/Country:	NEW JERSEY
Postal Code:	08807

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6348452

**CORRESPONDENCE DATA**

Fax Number: (908)707-3706  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 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

Total Attachments: 12  
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# Deed of Assignment of Intellectual Property

Penford Holdings Pty Limited

National Starch LLC

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**BAKER & MCKENZIE**  
Solicitors  
Level 27, AMP Centre  
50 Bridge Street  
Email: mary.saywell@bakernet.com  
Tel: (02) 9225-0200

Ref: 1041401-v2\AUSMSL

**PATENT**  
**REEL: 025569 FRAME: 0527**

Date 27 NOVEMBER 2009

Parties Penford Holdings Pty Limited (ABN 81 094 279 339) c/- Baker & McKenzie,  
AMP Centre, Level 27, 50 Bridge Street, Sydney New South Wales 2000  
(Assignor)

National Starch LLC of 10 Finderne Avenue, Bridgewater New Jersey 08807  
(Assignee)

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## Recitals

- A The Assignor is the owner of the Trade Marks and the Patents.
- B The Assignor wishes to assign the Trade Marks and the Patents to the Assignee, on the terms and conditions of this Deed.

## Operative provisions

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### 1 Definitions

1.1 In this Deed, unless the context requires another meaning:

*Trade Marks* means the trade mark registrations and applications, and the unregistered trade marks, set out in Annexure 1.

*Patents* means the patents and/or patent applications set out in Annexure 2.

### Interpretation

1.2 In this Deed, unless the context otherwise requires:

- (a) a reference:
- (i) to the singular includes the plural and the other way round;
  - (ii) to a gender includes all genders;
  - (iii) to a person (including a party) includes the person's successors, permitted assigns, substitutes, executors and administrators;
- (b) headings are for convenience only and are ignored in interpreting this Deed;
- (c) the words "including" or "includes" mean "including but not limited to" or "including without limitation"; and
- (d) this Deed must not be construed adversely to a party solely because that party was responsible for preparing it.

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## 2 Assignor's warranty

The Assignor warrants to the Assignee that it is fully entitled to transfer and assign all right, title and interest in and to the Trade Marks and the Patents to the Assignee, without requiring the consent of any person.

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## 3 Assignment

- 3.1 In consideration of the sum of \$10.00 now paid by the Assignee to the Assignor, receipt of which the Assignor acknowledges, with effect from the date of this Deed the Assignor assigns to the Assignee absolutely all of its rights, title and interest in:
- (a) the Trade Marks (including all trade mark applications and registrations and all renewals of such applications and registrations); and
  - (b) the Patents (including all patent applications and registrations, all divisional patents and applications, all patents that issue from them and any extensions and renewals).
- 3.2 The assignments the subject of clause 3.1 include the right to take action and obtain relief (including to be paid all amounts recovered in any action whether as damages, following an account of profits or on any other basis) in relation to infringements occurring on or before the date of this Deed.
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## 4 Records of the Trade Marks and the Patents

As soon as practicable following execution of this Deed, the Assignor:

- (a) relinquishes any rights to the Trade Marks and the Patents;
- (b) must deliver or make available to the Assignee all documents relating to and in support of the ownership and title to the Trade Marks and the Patents necessary to enable the Assignee to have the benefit of those Trade Marks and the Patents; and
- (c) must use all reasonable endeavours to provide to the Assignee copies of all documentation issued by, for or on behalf of any intellectual property registry in Australia or in any other applicable jurisdiction (collectively, the Registrar) in respect of the Trade Marks and the Patents and any other correspondence to or from the Registrar that was effected by or on behalf of the Assignor.

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**5 Further Acts**

The Assignor will do, at the Assignee's expense, such further acts, deeds and things, and execute such further documents and instruments, as may be reasonably necessary to allow the Assignee to register, evidence, or enforce its rights and interest in and to the Trade Marks and the Patents, and to enable the Assignee to have the full unencumbered benefit of the rights assigned under this Deed.

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**6 Application to the Registrar**

The Assignee may apply to the Registrar to register the transfer of ownership of the Trade Marks and the Patents from the Assignor to the Assignee.

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**7 Nomination**

The Assignee may assign the benefit of this Deed to a third party without the Assignor's consent.

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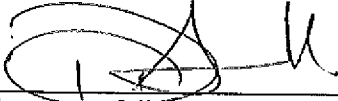
**8 General provisions**

- 8.1 This Deed is governed by the laws of the State of New South Wales and the parties submit to the jurisdiction of that State.
- 8.2 This Deed may not be varied except in writing signed by both the parties.
- 8.3 If any provision of this Deed is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule or law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.
- 8.4 At the request and sole cost of the Assignee, the Assignor will do, or arrange for others to do, everything reasonably necessary or desirable to give full effect to this Deed including executing all such documents as are necessary to give effect to this Deed.

**Execution**

Executed as a deed.

Signed by  
**Penford Holdings Pty Limited**  
by a director and secretary/director:



\_\_\_\_\_  
Signature of director

RUSSELL ALLWELL  
Name of director (please print)

Signed by  
**National Starch LLC**  
by a director and secretary/director:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director (please print)



\_\_\_\_\_  
Signature of director/secretary

STEVEN CORDIER  
Name of director/secretary (please print)

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/secretary (please print)

**Execution**

Executed as a deed.

Signed by  
**Penford Holdings Pty Limited**  
by a director and secretary/director:

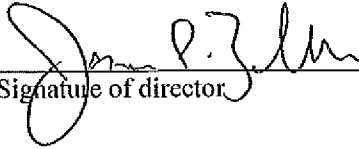
\_\_\_\_\_  
Signature of director

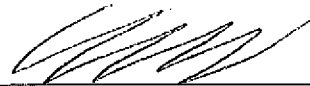
\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director (please print)

\_\_\_\_\_  
Name of director/secretary (please print)

Signed by  
**National Starch LLC**  
by a director and secretary/director:

  
\_\_\_\_\_  
Signature of director

  
\_\_\_\_\_  
Signature of director/secretary

*James P. Zallie*  
\_\_\_\_\_  
Name of director (please print)

*Lawrence R. Karr*  
\_\_\_\_\_  
Name of director/secretary (please print)



## Annexure 1

### Trade Marks

#### Registered trade marks

Country	Mark	Number	Class	Status
Australia	M.A.P.S.	312141	Class 30: Flour, starches food and preparations made from cereals	Registered Renewal due 11-OCT-2018

#### Unregistered trade marks

B011C
B012X
gelose 1028
gelose 50
gelose 70
gelose 80
gelose 939
Maps 281
Maps 306
Maps 40
Maps 449
Mazaca 3401X
Mazaca 3541
Mazaca 3543X
Mazaca 3544X
Mazaca 3545X
Mazaca 848

**Annexure 2****Patents**

<b>Case</b>	<b>Patent</b>	<b>Country</b>	<b>Number</b>
1	High Amylose Starch and Resistant Starch Fractions	Australia	660560
1	High Amylose Starch and Resistant Starch Fractions	Canada	2118038
1	High Amylose Starch and Resistant Starch Fractions	New Zealand	254014
1	High Amylose Starch and Resistant Starch Fractions	New Zealand	328867
1	High Amylose Starch and Resistant Starch Fractions	Japan	504825/94
1A	High Amylose Starch and Resistant Starch Fractions	Austria	885556
1A	High Amylose Starch and Resistant Starch Fractions	Belgium	885556
1A	High Amylose Starch and Resistant Starch Fractions	Switzerland	885556
1A	High Amylose Starch and Resistant Starch Fractions	Germany	69332316.7
1A	High Amylose Starch and Resistant Starch Fractions	Denmark	885556
1A	High Amylose Starch and Resistant Starch Fractions	Spain	885556
1A	High Amylose Starch and Resistant Starch Fractions	France	885556
1A	High Amylose Starch and Resistant Starch Fractions	Great Britain	885556
1A	High Amylose Starch and Resistant Starch Fractions	Greece	885556
1A	High Amylose Starch and Resistant Starch Fractions	Ireland	885556
1A	High Amylose Starch and Resistant Starch Fractions	Italy	885556
1A	High Amylose Starch and Resistant Starch Fractions	Luxembourg	885556

**PATENT**

1A	High Amylose Starch and Resistant Starch Fractions	Monaco	885556
1A	High Amylose Starch and Resistant Starch Fractions	Netherlands	885556
1A	High Amylose Starch and Resistant Starch Fractions	Portugal	885556
1A	High Amylose Starch and Resistant Starch Fractions	Sweden	98202909.2
1B	High Amylose Starch and Resistant Starch Fractions	Austria	652701
1B	High Amylose Starch and Resistant Starch Fractions	Belgium	652701
1B	High Amylose Starch and Resistant Starch Fractions	Switzerland	652701
1B	High Amylose Starch and Resistant Starch Fractions	Germany	69331439.7
1B	High Amylose Starch and Resistant Starch Fractions	Denmark	6527014
1B	High Amylose Starch and Resistant Starch Fractions	Spain	93915566.9
1B	High Amylose Starch and Resistant Starch Fractions	France	652701
1B	High Amylose Starch and Resistant Starch Fractions	Great Britain	652701
1B	High Amylose Starch and Resistant Starch Fractions	Greece	652701
1B	High Amylose Starch and Resistant Starch Fractions	Ireland	652701
1B	High Amylose Starch and Resistant Starch Fractions	Italy	652701
1B	High Amylose Starch and Resistant Starch Fractions	Luxembourg	652701
1B	High Amylose Starch and Resistant Starch Fractions	Monaco	652701
1B	High Amylose Starch and Resistant Starch Fractions	Netherlands	652701
1B	High Amylose Starch and Resistant Starch Fractions	Portugal	652701

**PATENT**

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1B	High Amylose Starch and Resistant Starch Fractions	Sweden	93915566.9
2	Food Compositions including Resistant Starch	Australia	657443
2	Food Compositions including Resistant Starch	Japan	3249125
2	Food Compositions including Resistant Starch	New Zealand	259291
2	Food Compositions including Resistant Starch	USA	6451367
2	Food Compositions including Resistant Starch	USA	6303174
2	Food Compositions including Resistant Starch	Europe	94903702.2
2	Food Compositions including Resistant Starch	Singapore	9603595.1
3	Probiotic Compositions	Australia	687253
3	Probiotic Compositions	Canada	2199140
3	Probiotic Compositions	Japan	3037435
3	Probiotic Compositions	New Zealand	293195
3	Probiotic Compositions	Singapore	9700940.1
3	Probiotic Compositions	USA	6060050
3	Probiotic Compositions	Austria	778778
3	Probiotic Compositions	Belgium	778778
3	Probiotic Compositions	Switzerland	778778
3	Probiotic Compositions	Germany	69525947.4
3	Probiotic Compositions	Denmark	778778
3	Probiotic Compositions	Spain	95932570.5
3	Probiotic Compositions	France	778778
3	Probiotic Compositions	Great Britain	778778
3	Probiotic Compositions	Greece	778778
3	Probiotic Compositions	Ireland	778778
3	Probiotic Compositions	Italy	778778

3	Probiotic Compositions	Luxembourg	778778
3	Probiotic Compositions	Monaco	778778
3	Probiotic Compositions	Netherlands	778778
3	Probiotic Compositions	Portugal	778778
3	Probiotic Compositions	Sweden	95932570.5
3	Probiotic Compositions	South Korea	282925
4	Enhancement of Microbial Colonisation of the Gastrointestinal tract	Australia	705095
4	Enhancement of Microbial Colonisation of the Gastrointestinal tract	Canada	2249361
4	Enhancement of Microbial Colonisation of the Gastrointestinal tract	Europe	888118
4	Enhancement of Microbial Colonisation of the Gastrointestinal tract	New Zealand	331950
4	Enhancement of Microbial Colonisation of the Gastrointestinal tract	Singapore	56454
4	Enhancement of Microbial Colonisation of the Gastrointestinal tract	Japan	532982/97
4	Enhancement of Microbial Colonisation of the Gastrointestinal tract	USA	6221350
4	Enhancement of Microbial Colonisation of the Gastrointestinal tract	South Korea	98-707460
5	Selection and/or Enhancement of Resident microorganisms	Australia	705629
5	Selection and/or Enhancement of Resident microorganisms	Canada	2253364
5	Selection and/or Enhancement of Resident microorganisms	Europe	910359
5	Selection and/or Enhancement of Resident microorganisms	New Zealand	331952

PATENT

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5	Selection and/or Enhancement of Resident microorganisms	Singapore	9804947.1
5	Selection and/or Enhancement of Resident microorganisms	Japan	532981/97
5	Selection and/or Enhancement of Resident microorganisms	USA	6274567
5	Selection and/or Enhancement of Resident microorganisms	USA	6528498
5	Selection and/or Enhancement of Resident microorganisms	South Korea	98-707462
6	Alteration of Microbial Populations	Australia	722028
6	Alteration of Microbial Populations	Canada	2249189
6	Alteration of Microbial Populations	Europe	97908076.9
6	Alteration of Microbial Populations	Singapore	9804949.7
6	Alteration of Microbial Populations	USA	6348452
6	Alteration of Microbial Populations	Japan	4282763
6	Alteration of Microbial Populations	New Zealand	331951
6	Alteration of Microbial Populations	USA	10/072942
6	Alteration of Microbial Populations	South Korea	98-707461
7	Improved Microbial Preparations	Europe	1150577
7	Improved Microbial Preparations	Canada	2360346
7	Improved Microbial Preparations	Norway	20013388
7	Improved Microbial Preparations	USA	09/889085
7	Improved Microbial Preparations	South Africa	20016115
7	Improved Microbial Preparations	South Korea	2001-7008910
7	Improved Microbial Preparations	Singapore	200104192-0
7	Improved Microbial Preparations	New Zealand	513197
7	Improved Microbial Preparations	Japan	2000-593196
7	Improved Microbial Preparations	Australia	24248/00