

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lang Technologies Pty., Limited	05/20/2011
RECEIVING PARTY DATA	
Name:	Langtech International Pty Ltd
Street Address:	Level 5, 56 Pitt Street
City:	Sydney, NSW
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12682394
CORRESPONDENCE DATA	
Fax Number:	(617)500-2499
Phone:	617-500-2500
Email:	INFO@ORTPATENT.COM
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	OCCHIUTI ROHLICEK & TSAO, LLP
Address Line 1:	321 Summer St.
Address Line 4:	Boston, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	67601-002US1
NAME OF SUBMITTER:	Melissa Simpson
Total Attachments: 10 source=67601-002US1-Assignment#page1.tif source=67601-002US1-Assignment#page2.tif source=67601-002US1-Assignment#page3.tif source=67601-002US1-Assignment#page4.tif source=67601-002US1-Assignment#page5.tif	

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Intellectual property assignment

Lang Technologies Pty Ltd (ABN 83 114 330 353)

Nexteq Pty Ltd (ACN 102 976 161)

Timothy Ralston Lang

Langtech International Pty Ltd (ACN 149 225 972)

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Date:

Parties

- 1 **Lang Technologies Pty Ltd** (ACN 114 330 353) of Level 5, 56 Pitt Street, Sydney, NSW
 - 2 **Nexteq Pty Ltd** (ACN 102 976 161) of Level 5, 56 Pitt Street, Sydney, NSW
 - 3 **Timothy Ralston Lang**
(together, the **Assignors**)
 - 4 **Langtech International Pty Ltd** (ACN 149 225 972) of Level 5, 56 Pitt Street, Sydney, NSW (**Assignee**)
-

Background

- A On 26 March 2011, the parties entered into the BSA.
- B Each Assignor assigns the Business Intellectual Property owned by it to the Assignee upon and subject to the terms and conditions set out in this Deed.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Dictionary

The Dictionary in Attachment A:

- (a) defines some of the terms used in this Deed; and
- (b) sets out the rules of interpretation which apply to this Deed.

3 Assignment

In accordance with the terms of the BSA, and with effect from the Assignment Date, each of the Assignors assigns to the Assignee:

- (a) all of its right, title and interest in and to the Business Intellectual Property owned by it;
- (b) all rights, claims, demands, causes of action, rights of action past, present and future arising out of or under the Business Intellectual Property owned by it;
- (c) all accrued rights and causes of action for past infringements, all rights to damages and all other relief in respect of such past infringements, the right to sue for and recover and retain the same for the Assignee's own use and benefit and the right to prosecute and continue all existing actions and suits for infringement of the Intellectual Property Rights in the Business Intellectual Property owned by it for the sole use and benefit of the Assignee.

4 Further assurances

The Assignors agree at the Assignee's request to execute all documents and do all things necessary to:

- (a) give full effect to this deed;
- (b) to perfect the Assignee's right, title and interest in and to the Business Intellectual Property and Intellectual Property Rights; and
- (c) to perfect the Assignee's rights under any Intellectual Property Licences.

5 Tax, costs and expenses

5.1 Tax

The Assignee agrees to pay any Tax which arises out of the execution, delivery and performance of this deed.

5.2 Cost and Expenses

Subject to clause 4.1 each party must pay its own costs and expenses of negotiating, preparing and executing this deed and any other instrument executed under this deed.

6 General

6.1 Assignment, novation and other dealings

A party must not assign or novate this deed or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of each other party.

6.2 Counterparts

This deed may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

6.3 Cumulative rights

Except as expressly provided in this deed, the rights of a party under this deed are in addition to and do not exclude or limit any other rights or remedies provided by law.

6.4 Governing law

This deed is governed by the laws of New South Wales.

6.5 Jurisdiction

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales.

6.6 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

6.7 Variation

No variation of this deed is effective unless made in writing and signed by each party.

6.8 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

Schedule 1 — Dictionary

1 Dictionary

In this deed:

Assignment Date means the date of execution of this deed.

BSA means the Business Sale Agreement dated 26 March 2011 between Lang Holdings Pty Ltd, Lang Technologies Pty Ltd, Sugar Cane Technologies Pty Ltd, Nexteq Pty Ltd, Roxdale Foods NZ Ltd, LangTech International Pty Ltd, Roxdale Foods Ltd and Santino Pty Ltd.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in New South Wales, Australia.

Business Intellectual Property means all Intellectual Property Rights listed in Schedule 2.

Completion has the same meaning as defined in the BSA.

Corporations Act means *Corporations Act 2001* (Cth).

Intellectual Property Rights means all industrial and intellectual property rights of whatever nature throughout the world conferred under statute, common law or equity, whether existing now or at any time in the future, and includes rights in respect of or in connection with copyright, inventions (including patents), formulae, databases, business processes and methods, trade marks, service marks, business names, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for or renew the registration of such rights.

Tax means a tax, levy, charge, impost, fee deduction, withholding tax or duty of any nature, including without limitation, any goods and services (including GST), stamp and transaction duty which is imposed or collected by a government agency, but not including any tax based on income, or any capital gains tax.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;

- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - (viii) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
 - (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day, where relevant to this deed, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located; and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

Schedule 2 — Intellectual Property

Patents:

Title	Country	Patent No / Application No	Filing Date	Owner
Method to recover bioactive compounds	Patent Co- operation Treaty	PCT/AU2008/00 1495; WO/2009/04629 2	09/10/2008	Lang Technologies Pty Limited
Method to recover bioactive compounds	Chile	3029 2008	10/10/2008	Lang Technologies Pty Limited
Method to recover bioactive compounds	Argentina	P08 01 04456	10/10/2008	Lang Technologies Pty Limited
Method to recover bioactive compounds	Australia	AU2008310307	09/10/2008	Lang Technologies Pty Limited
Method to recover bioactive compounds	Brazil	PI817885-2	09/10/2008	Lang Technologies Pty Limited
Method to recover bioactive compounds	Canada	2,707,644	09/10/2008	Lang Technologies Pty Limited
Method to recover bioactive compounds	Peoples Republic of China	200,880,119,83 7	09/10/2008	Lang Technologies Pty Limited
Method to recover bioactive compounds	Europe	8800130	09/10/2008	Lang Technologies Pty Limited
Method to recover bioactive compounds	India	3235/DELNP/20 10	09/10/2008	Lang Technologies Pty Limited
Method to recover bioactive compounds	Mexico	MX 2010003906 A	09/10/2008	Lang Technologies Pty Limited
Method to recover bioactive compounds	New Zealand	585206	09/10/2008	Lang Technologies Pty Limited
Method to recover bioactive compounds	United States of America	12/682,394	09/10/2008	Lang Technologies Pty Limited
Extraction Method	Patent Co- operation Treaty	PCT/AU92/0036 8 (WO 1993/001729)	11/08/1992	Timothy Ralston Lang
Extraction Method	Jamaica	18/1/3468	11/08/1992	Timothy Ralston Lang

Juice recovery process	Patent Co-operation Treaty	PCT/AU2003/001110 (WO 2004/049832)	28/08/2003	Nexteq Pty Limited
Juice recovery process	Australia	PCT/AU/2003254409; 2003254409	28/08/2003	Nexteq Pty Limited
Juice recovery process	Australia	2011200575	11/02/2011	Nexteq Pty Limited
Juice recovery process	Europe	3812093.7		Nexteq Pty Limited
Juice recovery process	New Zealand	540583		Nexteq Pty Limited
Juice recovery process	South Africa	2005/05338		Nexteq Pty Limited

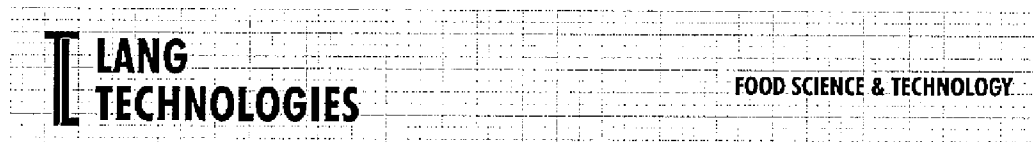
Copyright

- The Group's websites comprising:

www.langtech.com.au

- The Group's logos comprising:

Lang Technologies:



Trademarks:

- Registered: Nil
- Unregistered:

LangFibre

Domain names:

langtech.com.au

Other

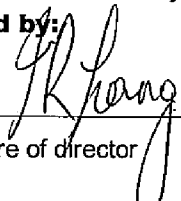
- All notebooks documenting all inventions of the Group.
- All business names relating to the Business or Group.

Execution page

Executed as a deed.

Signed and delivered by **Lang Technologies**

Pty Ltd by:



Signature of director

TIMOTHY R. LANG
Name of director (print)


Signature of director/secretary

DOMENIC MARTINO
Name of director/secretary (print)

Signed and delivered by **Nexteq Pty Ltd by:**


Signature of director

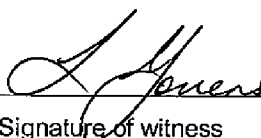
DOMENIC MARTINO
Name of director (print)


Signature of director/~~secretary~~

CHRISTOPHER MARTINO
Name of director/secretary (print)

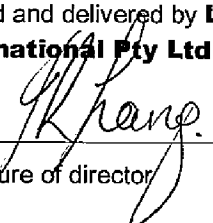
Signed and delivered by **Timothy Ralston**
Lang:


Signature of Timothy Ralston Lang


Signature of witness

Louisa Yoners
Name of witness (print)

Signed and delivered by **LangTech**
International Pty Ltd by:


Signature of director

TIMOTHY R. LANG
Name of director (print)


Signature of director/secretary

DOMENIC MARTINO
Name of director/secretary (print)