

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3855178

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BYRON FOOD SCIENCE PTY LIMITED	04/19/2016
RECEIVING PARTY DATA	
Name:	BOTANICAL FOOD COMPANY PTY LTD.
Street Address:	80 PALMWOODS-MONTVILLE ROAD
City:	PALMWOODS, QUEENSLAND
State/Country:	AUSTRALIA
Postal Code:	4555
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13880512
CORRESPONDENCE DATA	
Fax Number:	(202)626-1700
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2028795467
Email:	kmhutchison@jonesday.com
Correspondent Name:	VISHAL V. KHATRI
Address Line 1:	51 LOUISIANA AVENUE, NW
Address Line 2:	C/O JONES DAY
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	357124-600002
NAME OF SUBMITTER:	VISHAL V. KHATRI
SIGNATURE:	/Vishal V Khatri/
DATE SIGNED:	05/02/2016
Total Attachments: 5	
source=Byron_BotanicalAssignment#page1.tif	
source=Byron_BotanicalAssignment#page2.tif	
source=Byron_BotanicalAssignment#page3.tif	
source=Byron_BotanicalAssignment#page4.tif	
source=Byron_BotanicalAssignment#page5.tif	

Patent Assignment Deed

Date 19 APRIL 2016

Parties

Byron Food Science Pty Limited (ACN 118 918 773) of Unit 4B, 68-72 Lilyfield Road, Rozelle NSW 2039 (**Byron**)

And

Botanical Food Company Pty Ltd (ACN 085 074 282) of 80 Palmwoods-Montville Road, Palmwoods QLD 4555 (**BFC**)

Background

- A. Byron is the sole legal and beneficial owner of, registered proprietor of or applicant in respect of the Patents.
- B. Byron agrees to assign all of its rights, title and interest in the Patents to BFC and BFC agrees to accept that assignment on the terms of this Deed.

Agreed terms

1. INTERPRETATION

1.1 Defined terms

The following definition applies in this Deed, unless the context requires otherwise.

Patents mean the patents and patent applications set out in the annexure hereto.

1.2 Interpretation

In this Deed, headings are for ease of reference only and do not affect interpretation and, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) a reference to a *person* includes a natural person, body corporate, corporation, trust, partnership, unincorporated body or other entity;
- (e) a reference to a *clause or schedule* is to a clause of, or schedule to, this Deed, and a reference to this Deed includes any schedule;
- (f) a reference to an *agreement, deed* (including this Deed), *document or instrument* includes the agreement, deed, document or instrument as novated, altered, supplemented or replaced from time to time;

- (g) a reference to a party is to a party to this Deed, and a reference to a party to an agreement includes the party's permitted assigns and substitutes;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments issued under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by using the words including, for example or similar expressions; and
- (j) nothing in this Deed is to be construed to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it, or put the relevant part of the Deed forward.

2 ASSIGNMENT

On and from the date of this Deed, Byron assigns to BFC:

- (a) all of Byron's legal and beneficial rights, title and interest in the Patents; and
- (b) all of Byron's rights to sue for, and obtain remedies in connection with, past, present, and future infringement of the Patents, including the right to obtain an injunction, royalties, or any other damages.

3 FURTHER ASSURANCES

Each party must promptly at BFC's cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Deed and the transactions contemplated by it.

4 COUNTERPARTS

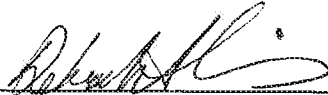
This Deed may be executed in any number of counterparts. All executed counterparts together will be taken to constitute one instrument.

5 GOVERNING LAW AND JURISDICTION

- (a) This Deed is governed by the law in force in New South Wales, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

Executed as a deed.

Executed by **Byron Food Science Pty**)
Limited (ACN 118 918 773) in)
accordance with section 127 of the)
Corporations Act:)



Director



Director/Company Secretary

DEBORAH A. LEWIS

Print Name

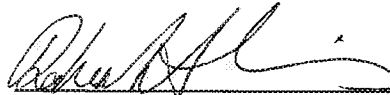
DAVID A. LEWIS

Print Name



Witness Signature and Name

DAVID A-LEWIS



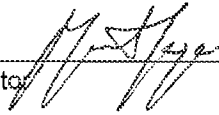
Witness Signature and Name

DEBORAH A. LEWIS

Executed as a deed.

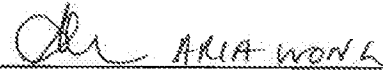
Executed by **Botanical Food Company**
Pty Ltd (ACN 085 074 282) in accordance
with section 127 of the Corporations Act:

Director



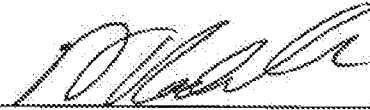
MARK JAGU

Print Name



Witness Signature and Name

Director/Company Secretary



Robert James Radcliffe-Smith

Print Name



Witness Signature and Name

ANNEXURE

Patents

Jurisdiction	Patent/Patent Application Number	Patent Title	Applicant	Status	Filing Date	Date of Grant
-	PCT/AU2011/001347 WO2012/051670	Method for preserving plant material	Byron Food Science Pty Limited	Filed	21/10/2011	N/A
Australia	2011318254	Method for preserving plant material	Byron Food Science Pty Limited	Granted	21/10/2011	22/01/2015
Australia	2013203856	Method for preserving plant material	Byron Food Science Pty Limited	Granted	11/04/2013	15/10/2015
Australia	2013203975	Method for Preserving Plant Material	Byron Food Science Pty Limited	Granted	11/04/2013	22/01/2015
Australia	2013100380	Preserved Plant Material	Byron Food Science Pty Limited	Granted	27/03/2013	19/04/2013
Canada	2814964	Method for preserving plant material	Byron Food Science Pty Limited	Filed	21/10/2011	N/A
Europe	2629621 (Application no 11833642.9)	Method for preserving plant material	Byron Food Science Pty Ltd	Filed	21/10/2011	N/A
Japan	2013534131	Method for preservation of a vegetable material	Byron Food Science Pty Ltd	Filed	21/10/2011	N/A
New Zealand	609185	Method for preserving plant material	Byron Food Science Pty Limited	Granted	21/10/2011	30/06/2015
U.S.	20130287909 (Application no 13/880,512)	Method for preserving plant material	Byron Food Science Pty Limited	Filed	09/07/2013	N/A
South Africa	2013/02594	Method for preserving plant material	Byron Food Science Pty Limited	Granted	11/04/2013	27/11/2013
Hong Kong	14100997.7	Method for preserving plant material	Byron Food Science Pty Limited	Filed	21/10/2011	N/A