

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&G 3164.163US01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Visy Packaging Pty Ltd
Level 2, 533 Little Lonsdale Street
Melbourne, Victoria 3000
Australia

- Individuals
- General Partnership
- Corporation-State of
- Other: Australia company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: May 21, 2003

2. Name and address of receiving party(ies):

Commonwealth Scientific and Industrial Research Organisation
Limestone Avenue
Campbell, Australian Capital Territory 2612
Australia

- Individual(s) citizenship
- General Partnership
- Corporation-State of
- Other: Australia company
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)

2470787 / ZERO2 (Stylized)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian H. Batzli
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

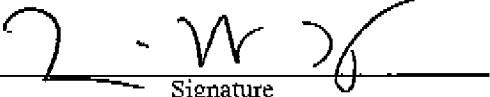
DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian H. Batzli

Name of Person Signing



Signature

August 12, 2003

Date

Total number of pages including cover sheet, attachments, and document: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK3-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF TRADE MARKS

THIS Deed is dated the *21st* day of *May* 2003

BETWEEN: **VISY PACKAGING PTY LTD** ACN 095 313 723 of
Level 2, 533 Little Lonsdale Street, Melbourne, Victoria 3000
("Assignor")

AND **COMMONWEALTH SCIENTIFIC AND INDUSTRIAL
RESEARCH ORGANISATION** of Limestone Avenue,
Campbell, Australian Capital Territory 2612 ("Assignee")

RECITALS:

- A. The Assignor is the beneficial owners of the trade marks in **United States of America** listed in the Schedule ("Trade Marks").
- B. The Assignor has agreed to assign to the Assignee its entire right, title and interest in and to the Trade Marks and any benefits and any rights issuing therefrom to the Assignee with effect from the date of this Deed.

OPERATIVE PROVISIONS:**1. Assignment****1.1 Assignment of Trade Marks**

For good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged by the Assignor, the Assignor hereby assigns to the Assignee all of its right, title and interest in and to the Trade Marks and all goodwill associated therewith and all common law and intellectual property rights which the Assignor may have in the Trade Marks and the Assignee accepts the assignment with effect from the date of this Deed.

1.4 Infringement Claims

To the extent (if any) that the Assignor has, had or will have the right to take any action against any third party for infringement of any of the Trade Marks, the Assignor assigns, transfers and sets over to the Assignee all such rights whether or not such infringement took place prior to the date of this Deed.

2. Undertakings

- 2.1 The Assignor undertakes that it will procure the execution of all documents, forms and authorities, the deposition to or swearing of all declarations and affidavits and the provision of evidence required by the Assignee to ensure that the matters assigned to the Assignee by this Deed vest in the Assignee.

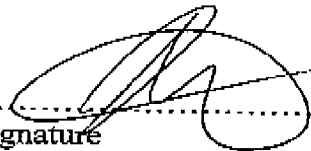
2.2 The Assignor undertakes that, after the date of this Deed, it will not and will not assist any other person to challenge the Assignees ownership of, or right to use or deal with, the Trade Marks and will not use, and will not permit or authorise others (except the Assignee) to use, the Trade Marks or any mark substantially identical with or deceptively similar to the Trade Marks.

SCHEDULE

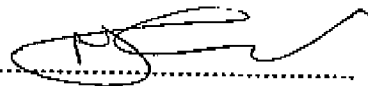
<i>Trade Mark</i>	<i>Class</i>	<i>Registered Number</i>
Zero ₂	6, 16, 17, 20, 21	2,470,787

EXECUTED as a Deed.

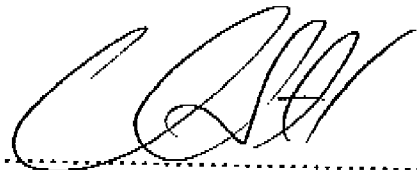
SIGNED for and behalf of
VISY PACKAGING PTY LTD
in the presence of:


.....
Signature

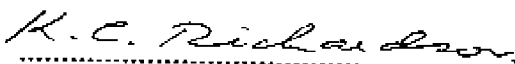
ROBERT ANDREW KAYE
.....
Print Name


.....
Witness

SIGNED for and behalf of
COMMONWEALTH
SCIENTIFIC AND INDUSTRIAL
RESEARCH ORGANISATION
in the presence of:


.....
Signature

Leigh Schwartzko
.....
Print Name


.....
Witness