

01-26-2004

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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(Rev. 10/02)
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original documents or copy thereof.

To the Honorable Commissioner of P.

1. Name of conveying party(ies): 1-20-04
Commonwealth Scientific and Industrial
Research Organisation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Corporation - State - Australia

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

2. Name and address of receiving party(ies)
Name: United Grain Growers Limited
Internal
Address: _____
Street Address: 201 Portage Avenue, Winnipeg
City: Manitoba State: _____ Zip: Canada

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Canada
 Other _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 01/23/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,516,593;
2,333,422 and 2,357,825

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence
concerning document should be mailed:
Name: Charles M. Marmelstein
Internal Address: Arent Fox Kintner Plotkin
& Kahn, PLLC

Street Address: 1050 Connecticut Avenue, NW
Suite 400
City: Washington State: DC Zip: 20036-5339

6. Total number of applications and
registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
01-2300

DO NOT USE THIS SPACE

9. Signature.
Adam D. Resnick _____ _____ 1/20/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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

1. Name of conveying party(ies):

Commonwealth Scientific and Industrial
Research Organisation

- Individual(s)
- General Partnership
- Corporation-State
- Other Corporation - State - Australia
- 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: 01/23/2003

2. Name and address of receiving party(ies)

Name: Commonwealth Scientific and

Internal
Address: Industrial Research Organisation

Street Address: Limestone Avenue

City: Campbell ACT State: Zip: Australia

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

If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from assignment)
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Adam D. Resnick
Name of Person Signing


Signature

1/20/04
Date

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I certify this document to be a true copy
of the original sighted by me.

LINDSAY ADLER JP # 1825

11/2/03

DEED OF ASSIGNMENT AND VARIATION

THIS DEED OF ASSIGNMENT AND VARIATION is made the 23rd day of
January 2003

BETWEEN

**COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH
ORGANISATION (ABN 41 687 119 230) (CSIRO)** a body corporate established
under the *Science and Industry Research Act 1949 (Commonwealth)* and having its
principal office at Limestone Avenue, Campbell ACT, Australia, as represented by its
Division of Plant Industry ('Assignor')

AND

UNITED GRAIN GROWERS LIMITED a body corporate having an office at 201
Portage Avenue, Winnipeg, Manitoba, Canada, operating as Agricore United (AU)
(*'Assignee'*).

(CSIRO and AU are hereinafter collectively referred to as the **'Parties'**)

BACKGROUND

- A. On 8 May 1995, CSIRO and AU, entered into a Joint Research Development & Commercialisation Agreement (**'JRDC Agreement'**) for the joint research, development and commercialisation of a low linolenic acid linseed genotype.
- B. CSIRO is the registered proprietor of the LINOLA Trademarks listed in Schedule 1 to the JRDC Agreement.
- C. CSIRO wishes to assign a one half interest as a tenant in common of the LINOLA Trademarks as hereinafter defined to AU.
- D. The Parties wish to vary the JRDC Agreement to record this assignment as set out in this Deed.

THE PARTIES AGREE AS FOLLOWS:

1. Interpretation

- 1.1 In this Deed, unless the contrary intention appears capitalised terms have the same meaning given to them in the JRDC Agreement.
- 1.2 **"Deed"** means this Deed of Assignment and Variation.

1.3 'LINOLA Trademarks' means CSIRO registered trademarks or applications for trademark registration currently underway in any territory, which are detailed in Schedule 1 of this Deed.

2. Assignment

- 2.1 The Assignor assigns to the Assignee a one half interest as a tenant in common of the LINOLA Trademarks in all territories.
- 2.2 The LINOLA Trademarks must only be used by the Assignee in accordance with the JRDC Agreement.
- 2.3 The Assignee must pay all out of pocket expenses incurred by CSIRO in the assignment of one half of the LINOLA Trademarks to AU including without limitation all stamp duty, legal and registration costs.
- 2.4 The costs of maintaining and defending the registration of LINOLA Trademarks shall be borne equally by the Parties.
- 2.5 The Parties agree to jointly administer the use and sub-licensing of LINOLA Trademarks and jointly pay the costs of enforcing the use of the LINOLA Trademarks.

3. Agreed Variations to JRDC Agreement

From the date of this Deed, the Parties agree that the JRDC Agreement is varied as follows:

3.1 Clause 6.5 is deleted and a new Clause 6.5 is inserted as follows:

“Notwithstanding clause 6.3, the interest of each party in the LINOLA Trademarks as set out as part of Schedule 1 hereof and any further extension as provided in clause 6.3 are as a one half interest as a tenant in common and such interest is hereby made available to each party to the other as part of the resource contribution on a world wide non-exclusive royalty free basis for the conduct of the Project, and each party agrees that it will not issue licenses for the LINOLA Trademarks or to other interests except as agreed between the Parties for the purposes of the Project.

3.2 Section (b) Trademarks of Schedule 1 of the JRDC is deleted and a new Schedule 4 entitled “Project Trademarks Jointly Owned by CSIRO and AU” a copy of which is attached to this Deed as Schedule 1, is inserted in its place.

4. Termination.

4.1 Upon mutual termination of the JRDC Agreement the parties shall agree to the distribution and handling of the trademarks in the same

manner as the other project IP as determined in clause 11 of the JRDC Agreement.

4.2 Upon termination of the JRDC Agreement due to withdrawal or breach by AU the ownership of the jointly owned trademarks would be assigned to CSIRO, or as otherwise directed by CSIRO.

4.3 Upon termination of the JRDC Agreement due to withdrawal or breach by CSIRO the ownership of the jointly owned trademarks would be assigned to AU, or as otherwise directed by AU. .

5. Warranties

5.1 The Assignor warrants and represents that:

- (a) it is the legal and sole owner of the LINOLA Trademarks;
- (b) that it has the right to assign a one half of the LINOLA Trademarks to the Assignee; and
- (c) to the best of its knowledge at the date of signing of this Deed no third party has made a claim to the LINOLA Trademarks

5.2 Nothing in this Deed shall be construed as a representation or warranty that the use of the Trademarks does not infringe any valid third party's trademark, registered or otherwise.

6. Relationship with JRDC Agreement

6.1 To the extent of any inconsistencies between the JRDC Agreement and this Deed, this Deed will have priority.


7. Confirmation

7.1 The Parties acknowledge that except to the extent to which they are varied by this Deed, the terms of the JRDC Agreement remain unamended and binding on the Parties.

EXECUTED BY THE PARTIES AS A DEED

For and on behalf of **COMMONWEALTH
SCIENTIFIC AND INDUSTRIAL
RESEARCH ORGANISATION**)
)
)

By its duly authorised officer:)
)

(Name and Title) )
)

Date: **W J PEACOCK**)
)

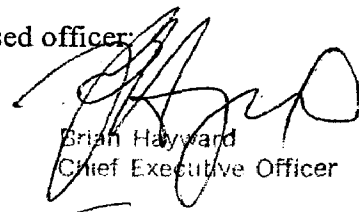
CHIEF, PLANT INDUSTRY

23.1.03

For and on behalf **UNITED GRAIN
GROWERS LIMITED** operating as)
)

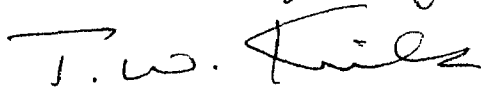
Agricore United)
)

By its duly authorised officer:)
)

(Name and Title) )
)

Date: **Brian Hayward**)
)

Chief Executive Officer



**Thomas W. Kirk
Corporate Secretary**

Jan. 7. 03.

SCHEDULE 1

SCHEDULE 4 OF THE JRDC AGREEMENT

PROJECT TRADEMARKS JOINTLY OWNED BY CSIRO AND UGG

This schedule outlines the intellectual property within the Agreement Field previously owned by CSIRO and subsequently assigned by CSIRO to joint ownership by both parties.

Country	Mark	Class	Registration No
Australia	LINOLA	29	A593583
	LINOLA	31	A444258
	Logo	29	642680
	Logo	31	642681
NZ	LINOLA	29	230575
	LINOLA	31	230576
	Logo	29	247282
	Logo	31	247283
Canada	LINOLA	29	449304
	LINOLA	31	354571
	LINDIAT	31	519163
USA	LINOLA	29	2333422
	LINOLA	31	1516593
	Logo	29,30,31	2357825
Japan	Logo	29	4050249
	Logo	31	3365246
	CENOLA	4	4056680
	CENOLA	29	4092704
	CENOLA	30	4002955
	CENOLA	31	4129924
Argentina	LINOLA	29	1499351
	LINOLA	31	1499352
	Logo	29	1587264
	Logo	31	1587265

Uruguay	LINOLA	29	257397
	LINOLA	31	257397
	Logo	29	276882
	Logo	31	276882
EP	LINDIAT	30	252809
	LINDIAT	31	252809
UK	LINOLA	29	1458477
	LINOLA	31	1423391
	Logo	29	2016522
	Logo	31	2016522
Germany	LINOLA	29	1191050
	Logo	29	39514497
	Logo	30	39514497
	Logo	31	39514497
	LINDIAT	31	2900559
France	LINOLA	29	93485029
	LINOLA	31	93485029
	Logo	29	95566522
	Logo	31	95566522
Denmark	LINOLA	29	3867/1991
	LINOLA	31	3867/1991
	Logo	29	VR076891995
	Logo	31	VR076891995
Benelux	LINOLA	29	482415
	LINOLA	31	482415
	Logo	4	588452
	Logo	29	575126
	Logo	30	588452
	Logo	31	588452
Sweden	LINOLA	29	245785
	LINOLA	31	245785
	Logo	29	307357
	Logo	31	307357