

ASSIGNMENT

THIS ASSIGNMENT is made the *second* day of *March* 1998

BETWEEN **ROD CHAPPEL** of 11 Hillcrest Road, Hurstbridge, Victoria, Australia the first part;

AND **STATE OF VICTORIA** as represented by the Department of Natural Resources and Environment of 8 Nicholson Street, East Melbourne, Victoria, Australia (hereinafter called the "**EMPLOYER**") of the second part;

AND **AGRICULTURE VICTORIA SERVICES PTY LTD**, a company incorporated under the laws of the State of Victoria of 3rd Floor, 493 St Kilda Road, Melbourne, Victoria, Australia (hereinafter called the "**ASSIGNEE**") of the third part.

WHEREAS

- A. Rod Chappel (hereinafter referred to as the **ASSIGNOR**) is the inventor of an invention relating to a novel pathogenic bacteria belonging to the genus *Leptospira* (hereinafter referred to as the "Invention") more particularly described in Australian Patent Application No. PO5494/97 entitled "Novel Bacterial Pathogens", the **ASSIGNORS** contribution to the conception of the Invention being made in the course of **ASSIGNOR'S** employment by the **EMPLOYER**.
- B. **ASSIGNOR** acknowledges that **EMPLOYER** would otherwise be entitled to all right, title and interest to the **INVENTION**.
- C. The **EMPLOYER** agrees to assign all **EMPLOYER'S** rights, title and interest in and to the Invention including any Letters Patent and applications or similar privileges obtained thereon for Letters Patent and the right to lodge applications for Letters Patent worldwide (hereinafter collectively referred to as the "Patents") to the **ASSIGNEE** and to execute any documents required in pursuance of the Patents.
- D. In accordance with **EMPLOYERS** said agreement, **ASSIGNOR** agrees to assign all **ASSIGNOR'S** right title and interest in and to the Invention including any Patents to the **ASSIGNEE** and to execute any documents required in pursuance of the Patents.

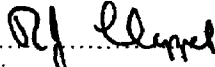
NOW THIS AGREEMENT WITNESSETH

- 1. In pursuance of the said agreements and by **ASSIGNOR** and **EMPLOYER** and in consideration of the sum of ten dollars (\$10.00) Australian currency paid by the **ASSIGNEE** to the **ASSIGNOR** and **EMPLOYER** (the receipt whereof is hereby acknowledged) the **ASSIGNOR** and **EMPLOYER** hereby **ASSIGN** unto the **ASSIGNEE** all the interest of the **ASSIGNOR** and **EMPLOYER** in the benefit of the Invention and Patents to **PATENT**

2. The ASSIGNOR and EMPLOYER hereby undertake at the expense of the ASSIGNEE to do all acts and execute all documents necessary or desirable for further assuring the title of the ASSIGNEE to the ASSIGNOR'S and EMPLOYER'S interest in the Invention and Patents.

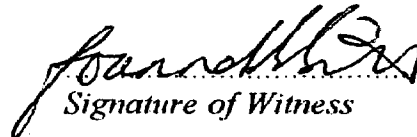
IN WITNESS WHEREOF this Agreement has been entered into the day and year first hereinbefore written for and on behalf of the said parties.

SIGNED by the said ROD CHAPPEL)


Signature


in the presence of:

Joanne Bobbitt
Name of Witness


Signature of Witness

2/3/98
Date

SIGNED for and on behalf of)
the State of Victoria as represented)
by the DEPARTMENT OF)
NATURAL RESOURCES AND)
ENVIRONMENT by:)


Signature

Name: D. C. NOBLE

Title: DIRECTOR AN

in the presence of:

P. MACKENZIE
Name of Witness


Signature of Witness

20.2.98
Date

SIGNED for and on behalf of)
AGRICULTURE VICTORIA)
SERVICES PTY LTD by:)

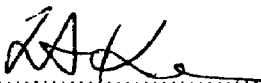

Signature

Name: Bruce G. Lang

Title: Company Secretary

in the presence of:

LISA KEAM
Name of Witness


Signature of Witness

16/2/98
Date

02-24-2000

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



101275222

original documents or copy thereof.

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies):

Katharina ZERR

Additional name(s) of conveying party(ies) attached?

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

FLORFIS AG
PARKSTRASSE 33
4102 BINNINGEN
SWITZERLAND

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: January 14, 2000

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

If this document is being filed together with a new application, the execution date of the application is: January 14, 2000

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? -NO-

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

Name: Richard C. Peet (018844/0223)

Internal Address: Foley & Lardner

Street Address: 3000 K Street, NW

City: Washington, State: DC ZIP: 20007-5109

6. Total number of applications and patents involved: -1-

7. Total fee (37 C.F.R. § 3.41). \$40.00

- ☒ Enclosed (Check No. 075467)
☐ Authorized to be charged to deposit account

8. Deposit account number: 19-0741

(Attach duplicate copy of this page if paying by deposit account)

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.

Richard C Peet
Name of Person Signing

Richard C Peet
Signature

February 2, 2000
Date

Total number of pages including cover sheet, attachments, and document: -2-

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

02/23/2000 DNGUYEN 00000327 09496196

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:561

(40.00 OP)

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto **FLORFIS AG, Parkstrasse 33, 4102 Binningen, Switzerland** (hereinafter Assignee) all right, title and interest for the United States, and its territories and possessions, in and to the invention in the new and distinct variety of

POINSETTIA PLANT NAMED 'FISCOR DARK RED'

as set forth in the United States Patent Application executed concurrently herewith, and to said application for United States Letters Patent; all divisional, renewal, substitute, and continuation applications based in whole or in part upon said invention or upon said application, and any and all Letters Patent and reissue and extensions of Letters Patent granted for said invention or upon said application. The Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right heretofore given, and that the undersigned will do all acts reasonably serving to assure that the said invention, patent application and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said invention or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conception, disclosure and reduction to practice of said invention and to testify in any proceedings relating to said invention, patent application and Letters Patent.