

04-07-2003

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TO THE ASSISTANT COMMISSIONER FC

1 documents or copy thereof.

102410465

1. Name of conveying party(ies): (If multiple assignors, list numerically)

AGRESEARCH LIMITED

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

() Yes (X) No

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

Name: OVITA LIMITED

Address: Level 4, NZI House, 9 Moray Place
Dunedin, New Zealand

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

() Yes (X) No

3. Nature of conveyance:

- (X) Assignment
- () Merger
- () Security Agreement
- () Change of Name
- () Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1. above) October 3, 2002

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

() Application(s) filed herewith Execution Date(s):

(X) Patent Application No.: 10/258,185
Filing Date: October 18, 2002

() Patent No.:
Issue Date:

Additional numbers attached? () Yes (X) No

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

Name: Marina L. Gordey
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Fourteenth Floor
Street Address: 2040 Main Street
City: Irvine State: CA ZIP: 92614
Attorney's Docket No.: JAMES73.001APC

7. Total fee (37 CFR 1.21(h)): \$40

(X) Enclosed

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 1

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.

Marina L. Gordey

Name of Person Signing

Signature

Date

04/02/03

52,950

Registration No.

Total number of pages including cover sheet, attachments and document: 9

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

04/08/2003 DBYRNE 00000056 10258185

01 FC:8021

40.00 DP

U.S. Patent and Trademark Office
Attn: Assignment Division
Crystal Gateway-4
1213 Jefferson Davis Highway, Suite 320
Arlington, VA 22202

0: DOCS\MXG\MXG-2312.DOC:vb
04/02/03

PATENT
REEL: 013911 FRAME: 0547

ASSIGNMENT OF AN INVENTION

BETWEEN: **AGRESEARCH LIMITED** a New Zealand Company of East
Street, Ruakura Campus, Hamilton, New Zealand

AND: **OVITA LIMITED** a New Zealand Company of Level 4, NZI
House, 9 Moray Place, Dunedin, New Zealand

DESCRIPTION:

By this Agreement AGRESEARCH
LIMITED assign(s) OVITA LIMITED
their rights in an invention relating to
NOVEL ALLERGEN.

James & Wells
Patent & Trade Mark Attorneys
PO Box 13365
2 Cameron Road
TAURANGA

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PATENT
REEL: 013911 FRAME: 0548

ASSIGNMENT OF AN INVENTION

BETWEEN

AGRESEARCH LIMITED a New Zealand Company of East Street, Ruakua Campus, Hamilton, New Zealand
("ASSIGNOR")

AND

OVITA LIMITED a New Zealand Company of Level 4, NZI House, 9 Moray Place, Dunedin, New Zealand
("ASSIGNEE")

ON THE BASIS THAT-

1.0 DEFINED TERMS

1.1 The term INVENTION means an invention relating to Novel Allergen.

1.2 The term PATENT(S) means any patent application or letters patent relating to the INVENTION including without limitation:

NZ Patent Application No: 504096

Filing Date: 19 April 2000

Title: Novel Allergen

PCT Application No: PCT/NZ01/00065 (WO 01/79281)

Filing Date: 19 April 2001

Title: Novel Allergen (Sheep Lice *Bovicola Ovis* Allergen Treatment)

1.3 The term INTELLECTUAL PROPERTY RIGHTS shall mean all intellectual property rights associated with the INVENTION including the PATENT RIGHTS, the COPYRIGHT and the DESIGN RIGHTS, know-how and show how.

1.4 The term PATENT RIGHTS shall mean:



1.4-1 the right to apply for a patent relating to the INVENTION or equivalent protection in any country of the world and to claim priority under international convention from any such application(s) and the rights conferred by such patent or equivalent protection when granted; and

1.4-2 the rights conferred by the PATENT(S) including the right to claim priority under international convention and the right conferred by such PATENT(S) now and/or when granted.

1.5 The term DESIGN RIGHTS shall mean the right to apply for a registered design relating to the INVENTION or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

1.6 The term COPYRIGHT shall mean the property rights which exist in any COPYRIGHT WORK.

1.7 The term COPYRIGHT WORK shall refer to:

1.7-1 a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

1.7-2 a work in which copyright exists; and

which relates to the INVENTION.

1.8 The term TECHNICAL INFORMATION means all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like and all other knowledge and know-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

2.0 BACKGROUND

2.1 The ASSIGNOR acknowledges that the ASSIGNEE is or should be the PROPRIETOR of the INVENTION and the INTELLECTUAL PROPERTY RIGHTS.

2.2 The ASSIGNOR has agreed to assign the INVENTION and the INTELLECTUAL PROPERTY RIGHTS to the ASSIGNEE on the terms described below.

IT IS AGREED THAT-

3.0 THE ASSIGNMENT

3.1 The ASSIGNOR hereby assigns the INVENTION, TECHNICAL INFORMATION and INTELLECTUAL PROPERTY RIGHTS to the ASSIGNEE.

4.0 CONSIDERATION

4.1 In consideration for the assignment detailed in clause 3.1, the ASSIGNEE now pays to the ASSIGNOR the sum of NZ\$ 1.00 , the receipt and sufficiency of which is acknowledged by the ASSIGNOR.

5.0 ASSIGNOR'S OBLIGATIONS

5.1 The ASSIGNOR undertakes to execute any documents and authorisations, and depose to or swear any declaration or oath as may be requested by the ASSIGNEE for vesting absolutely all right, title and interest to the INTELLECTUAL PROPERTY RIGHTS in favour of the ASSIGNEE, and for conferring on the ASSIGNEE the right to take action against any third party who copies the INVENTION or infringes the INTELLECTUAL PROPERTY RIGHTS.

5.2 The ASSIGNOR, while in the employ of the ASSIGNEE and/or under a commission for money or money's worth from the ASSIGNEE, shall forthwith disclose to the ASSIGNEE all improvements in, modifications of or additions to the INVENTION devised or created by the ASSIGNOR.

5.2-1 The ASSIGNOR shall assign to the ASSIGNEE upon request all INTELLECTUAL PROPERTY RIGHTS relating to all improvements in, modifications of or additions to the DESIGN devised, created while in the employ and/or under a commission for money or monies worth from the ASSIGNEE.



5.3 At the request of the ASSIGNEE, the ASSIGNOR shall at ASSIGNEE'S expense execute all documents and do all acts necessary or convenient to enable ASSIGNEE to:

5.3-1 make, prosecute or register in ASSIGNEE'S name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the INTELLECTUAL PROPERTY RIGHTS;

5.3-2 defend opposition proceedings in respect of any of the INTELLECTUAL PROPERTY RIGHTS against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect ASSIGNEE'S ability to exploit the INTELLECTUAL PROPERTY RIGHTS;

5.3-3 defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the INTELLECTUAL PROPERTY RIGHTS;

5.3-4 enforce the INTELLECTUAL PROPERTY RIGHTS including obtaining all such remedies as may be available for infringement of the INTELLECTUAL PROPERTY RIGHTS.

5.5 The ASSIGNOR shall, at the request of the ASSIGNEE, and to the extent outstanding, furnish the ASSIGNEE with full details of and relating to the INVENTION, and the INTELLECTUAL PROPERTY RIGHTS (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the INVENTION and the COPYRIGHT WORKS.

5.6 The ASSIGNOR agrees to treat as confidential all information relating to the INVENTION and/or the INTELLECTUAL PROPERTY RIGHTS and shall not use, disclose or publish same without the express prior written consent of the ASSIGNEE. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the ASSIGNOR. The ASSIGNOR agrees to seek prior clearance from the ASSIGNEE in any case of uncertainty.

6.0 ASSIGNOR'S WARRANTIES

6.1 The ASSIGNOR warrants:

6.1-1 The ASSIGNOR has absolute title to the INVENTION and INTELLECTUAL PROPERTY RIGHTS; and

6.1-2 There are no encumbrances or other matters affecting the ASSIGNOR'S capacity to assign the INVENTION and/or the INTELLECTUAL PROPERTY RIGHTS to the ASSIGNEE free of any encumbrances or interests whatsoever.

7.0 GOVERNING LAW

7.1 This Assignment shall be governed by and construed in all respects in accordance with the laws of New Zealand.

Signed this day of)
 2002 for)
and on behalf of)
AGRESEARCH LIMITED)
by its duly authorised officers*)

Ian K. Boodaly

Name

Ian K. Boodaly

Signature

General Manager IP

Position

Name

Signature

Position

Witnessed by:

Angela Arand

Name

Angela Arand

Signature

Secretary

Occupation

113

Hamilton, New Zealand

Place

Signed this 3rd day of)
October 2002 for)
and on behalf of)
OVITA LIMITED)
by its duly authorised officers*)

P J Fennessy
Name

PETER FRANCIS FENNESSY
Signature

Director
Position

Name

Signature

Position

Witnessed by:

Damian Camp
Name

[Signature]
Signature

CEO - Ovita Ltd
Occupation

Dunedin
Place

* This Agreement must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.