

4/7/03



TO THE ASSISTANT COMMISSIONER F

102410502

ial documents or copy thereof.

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

- 1) Alexander Terrence Pfeffer
- 2) Charles Bix Shoemaker

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

Name: AGRESEARCH LIMITED
Address: East Street, Ruakura Campus
 Hamilton, New Zealand

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

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

3 Nature of conveyance:

- 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) 1) May 10, 2001; 2) May 10, 2001

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

- Application(s) filed herewith Execution Date(s):
- Patent Application No.: 10/258,185
Filing Date: October 18, 2002
- Patent No.:
Issue Date:

Additional numbers attached? Yes 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

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: 8

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

04/08/2003 BYRNE 00000060 10258185

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

ASSIGNMENT OF AN INVENTION

**BETWEEN: ALEXANDER TERRANCE PFEFFER and CHARLES BIX
SHOEMAKER**

AND: AGRESEARCH LIMITED

DESCRIPTION:

By this Agreement Alexander Terrence
Pfeffer and Charles Bix Shoemaker
assign their rights in an invention
relating to: NOVEL ALLERGEN to
AgResearch Limited.

af
CBS

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

© James & Wells 1997

ASSIGNMENT OF AN INVENTION

BETWEEN

ALEXANDER TERRENCE PFEFFER an Australian citizen of AgResearch, Wallaceville Research Centre, Ward Street, Upper Hutt, New Zealand and **CHARLES BIX SHOEMAKER** a United States citizen of AgResearch, Wallaceville Research Centre, Ward Street, Upper Hutt, New Zealand
("ASSIGNORS")

AND

AGRESEARCH LIMITED a New Zealand company of East Street, Ruakura Campus, Hamilton, New Zealand
("ASSIGNEE")

ON THE BASIS THAT-

1.0 DEFINED TERMS

- 1.1** The term **INVENTION** shall mean an invention relating to **NOVEL ALLERGEN**.
- 1.2** The term **PATENT(S)** shall mean New Zealand Patent Application No. 504096 and PCT Application No. PCT/NZ01/00065.
- 1.3** The term **INTELLECTUAL PROPERTY RIGHTS** shall mean all intellectual property rights associated with the **INVENTION** including the **PATENT RIGHTS**, and the **COPYRIGHT**.
- 1.4** The term **PATENT RIGHTS** shall mean:
- 1.4-1** The right to apply for a patent 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 patents 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 COPYRIGHT shall mean the property rights which exist in any COPYRIGHT WORK.

1.6 The term COPYRIGHT WORK shall refer to a work:

1.6-1 of any of the types described in Section 14 of the New Zealand Copyright Act 1994;

1.6-2 in which copyright exists; and

1.6-3 which relates to the INVENTION.

1.7 The term MORAL RIGHTS shall refer to the rights described in Part IV of the New Zealand Copyright Act 1994.

2.0 BACKGROUND

2.1 The ASSIGNORS have during the course of employment by the ASSIGNEE devised the INVENTION.

2.2 The ASSIGNORS acknowledge that the ASSIGNEE is or should be the proprietor of the INVENTION and the INTELLECTUAL PROPERTY RIGHTS.

2.3 The ASSIGNORS have agreed to assign the INVENTION and the INTELLECTUAL PROPERTY RIGHTS to the ASSIGNEE on the terms described below.

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(65)

IT IS AGREED THAT-

3.0 THE ASSIGNMENT

3.1 The ASSIGNORS hereby assign to the ASSIGNEE:

- (a) the INVENTION;
- (b) the COPYRIGHT;
- (c) the PATENT RIGHTS; and

4.0 CONSIDERATION

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

5.0 ASSIGNORS' OBLIGATIONS

5.1 The ASSIGNORS undertake 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 ASSIGNORS hereby waive all their MORAL RIGHTS in relation to the COPYRIGHT.

5.3 The ASSIGNORS, 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 ASSIGNORS.

5.3-1 The ASSIGNORS shall assign to the ASSIGNEE upon request all INTELLECTUAL PROPERTY RIGHTS relating to all improvements in, modifications of or additions to the INVENTION devised, created and/or under a commission for money or monies worth from the ASSIGNEE.

5.4 The ASSIGNORS 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.

5.5 The ASSIGNORS agree 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 ASSIGNORS. The

ASSIGNORS agree to seek prior clearance from the ASSIGNEE in any case of uncertainty.

6.0 ASSIGNORS' WARRANTIES

6.1 The ASSIGNORS warrant:


6.1-1 They have absolute title to the INVENTION;

6.1-2 There are no encumbrances or other matters affecting their 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

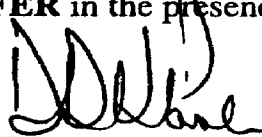
7.1 This Assignment shall be governed by and construed in all respects in accordance with the laws of New Zealand.

Signed this 10th day of May 2001 by)
ALEXANDER TERRENCE)
PFEFFER in the presence of:)



ALEXANDER TERRENCE PFEFFER

ap
CS



Witness Signature

DENIS PACKER

Name

Business Manager

Occupation

Wallacerville

Place

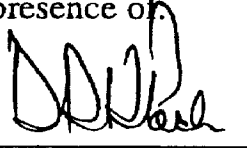
Signed this _____ day of _____) May 10
2001 by _____)

CHARLES BIX SHOEMAKER)

in the presence of _____)



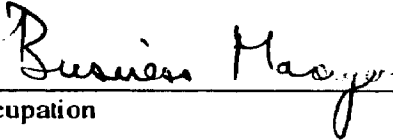
CHARLES BIX SHOEMAKER



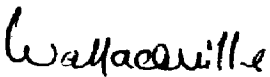
Witness Signature



Name



Occupation



Place

Signed this _____ day of _____)
2001 for _____)

and on behalf of _____)

AGRESEARCH LIMITED)

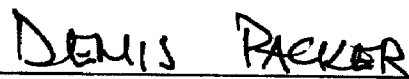
by its duly authorised officers*)





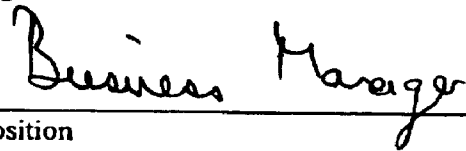
Name

Name



Signature

Signature



Position

Position

Witnessed by:

Lynda Holden
Name

L Holden
Signature

Personal Assistant
Occupation

Upper Mt
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.

dp
CB