

09/20/2004
700115907

Attorney Docket U 010273-9

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof
(with signed English translation if needed).

1. Name of conveying party(ies):

1. RUBICON FORESTS HOLDINGS LIMITED
- 2.
- 3.

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

☐ Yes ☒ No

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

Name: HORIZON2 LIMITED

Address: Level 6, Microsoft House
7-9 Fanshawe Street
Auckland, New Zealand

Additional name(s) & addresses(es) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other _____

☐ Change of Address
(old address above)

Execution Date(s): 1. 1 April 2004
2.
3.

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

☐ Being filed together with a new application.

☐ Patent Application No.(s):

☒ Patent No.(s): 5,672,503

Additional numbers attached? ☐ Yes ☒ No

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

Name: William R. Evans

Address: Ladas & Parry LLP
26 West 61st Street
New York, N.Y. 10023
(fax) (212) 246-8959

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41) 1 @ \$40.00 each

☐ Check Enclosed

☒ Authorized to be charged in whole or in part to:

8. Deposit account number: 12-0425

DO NOT USE THIS SPACE

9. Signature:

William R. Evans
Name of Person Signing

Signature

September 20, 2004
Date

Total number of pages including coversheet, attachments, and documents:

7

(Assignment (Document) Cover Sheet—page 2 of 2) 16-6

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09/20/2004 REEL: 015156 FRAME: 0883

CH \$40.00 120425 5672503

Deed of Assignment

relating to

Intellectual Property Rights and Patents in New
Zealand, Australia, and the United States

Rubicon Forests Holdings Limited

as Assignor

and

Horizon2 Limited (as agent for the Horizon2
Partnership)

as Assignee

Date 1 April 2009

This **Deed of Assignment** is made on the 1st of April 2004

between (1) **Rubicon Forests Holdings Limited** of
New Zealand (the **Assignor**)

and (2) **Horizon2 Limited** (as agent for the Horizon2 Partnership) of
New Zealand (the **Assignee**)

Introduction

- A. The Assignor is the owner of certain intellectual property rights, including patents, more particularly specified in Schedule 1.
- B. In conjunction with an agreement dated the same date as this Deed between Trees & Technology Limited and the Assignee, Trees & Technology Limited has agreed to procure the Assignor to transfer to the Assignee its entire right, title and interest in certain patents.
- C. The parties wish to enter into this Deed to record and effect the assignment of the Assignor's interest in the intellectual property and patent rights from the Assignor to the Assignee.

It is agreed

1. Definition

- 1.1 In this Deed unless the context otherwise requires:

Effective Date means the date of this Deed;

Patents means the patents and patent applications listed in Schedule 1 and any patent granted upon the patent applications;

Intellectual Property Rights means all of the Assignor's interest in the Patents and the Invention including but not limited to technical information, discoveries, ideas, underlying or proprietary data, research results, reports, research or experimental procedures or protocols, drawings, techniques, specifications, standards, methods, formulae, models and other know-how including genes, databases, clones, plant variety rights, and any copyright material, all the foregoing in relation to the Invention; and

Invention means the invention titled "Plant Growth Establishment and Agents for Use Therein" being the subject of the Patents.

2. Assignment

2.1 On the Effective Date the Assignor assigns to the Assignee:

- (a) its entire right, title and interest in and to the Patents together with the Intellectual Property Rights in all jurisdictions of the world; and
- (b) all rights of the Assignor, if any, to lodge any further applications for patents or other industrial or intellectual property protection in any jurisdiction in respect of any inventions and developments and/or improvements on the Invention;
- (c) all of the rights, powers, privileges and immunities of the Assignor arising or accrued from the Invention or Patents or any other industrial or intellectual property right which may be granted on, or claimed priority from, any of the applications referred to in clause 2.1(b); and
- (d) all rights, if any, that the Assignor has to take action and recover any damages or other legal remedies available to the Assignor for any infringement of the Patents or for any breach of the Intellectual Property Rights, whether or not such infringement or breach took place prior to the date of this Deed.

3. Execution of documents

3.1 The Assignor will, in respect of the Intellectual Property Rights in New Zealand and any other country:


- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for intellectual property protection of the Intellectual Property Rights with the understanding and the intention that all interest in any application and any granted protection is to vest in the Assignee; and
- (b) execute all documents and do all acts necessary or convenient to ensure the applying for and obtaining of any intellectual property protection; and
- (c) execute all documents and do all acts necessary or convenient to vest any intellectual property protection in the Assignee; and
- (d) execute all documents and do all acts necessary or convenient to enable enforcement of any intellectual property protection.

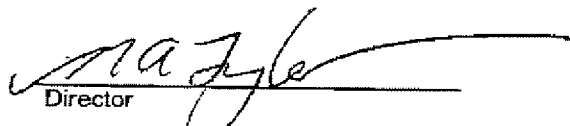
Execution

Executed as a deed

(1) Assignor

Executed by Rubicon Forests
Holdings Limited by





Director

Director

(2) Assignee

Executed by Horizon2 Limited
(as agent for the Horizon2
Partnership) by



Director

Director

Schedule 1: Patents

New Zealand

Patent Number	Patent Title	Date	Status
242308	PLANT GROWTH PROMOTION ESTABLISHMENT AND AGENTS FOR USE THEREIN	10.04.1992	Granted

Australia

Patent Number	Patent Title	Date	Status
665993	PLANT GROWTH ESTABLISHMENT AND AGENTS FOR USE THEREIN	10.04.1992	Granted

United States

Patent Number	Patent Title	Date	Status
5,672,503	PLANT GROWTH ESTABLISHMENT AND AGENTS FOR USE THEREIN	10.04.1992	Granted