

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Kelvin Winston Duncan		09/15/2000
RECEIVING PARTY DATA		
Name:	Cellular Improvements Ltd.	
Street Address:	27 Birmingham Drive	
Internal Address:	Unit 5	
City:	Christchurch	
State/Country:	NEW ZEALAND	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	6464997	
Patent Number:	6537570	
CORRESPONDENCE DATA		
Fax Number:	(312)360-9315	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 360-0080	
Email:	docket@gbclaw.net	
Correspondent Name:	Lawrence J. Crain	
Address Line 1:	300 South Wacker Drive	
Address Line 2:	Suite 2500	
Address Line 4:	Chicago, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	1209.63107	
NAME OF SUBMITTER:	Lawrence J. Crain	
Total Attachments: 5 source=9V2578#page1.tif source=9V2578#page2.tif		

CH \$80.00 6464997

**500071027**

**PATENT**  
**REEL: 017015 FRAME: 0336**

source=9V2578#page3.tif  
source=9V2578#page4.tif  
source=9V2578#page5.tif

# ASSIGNMENT OF TWO INVENTIONS

**BETWEEN:**     **Kelvin Winston Duncan**

**AND:**            **Cellular Improvements Ltd**

**DESCRIPTION:**

By this Agreement **Duncan** assigns his  
rights in two inventions relating to A  
**Method of Biological Control** to  
**Cellular Improvements Limited.**

**James & Wells**

Patent & Trade Mark Attorneys

PO Box 2201

65-67 Worcester Street

CHRISTCHURCH

© James & Wells 2000

28 June 2000

41160

**PATENT**

**REEL: 017015 FRAME: 0338**

# ASSIGNMENT OF TWO INVENTIONS

BETWEEN    KELVIN WINSTON DUNCAN, a New Zealand citizen of 27b Lodge Place,  
Christchurch, New Zealand  
("Duncan")

AND            CELLULAR IMPROVEMENTS LTD, a New Zealand company of unit 5, 27  
Birmingham drive, Christchurch, New Zealand  
("Cellular")

ON THE BASIS THAT-

## 1.0    DEFINED TERMS

1.1    The term INVENTION shall mean both of two inventions relating to a Method of Biological Control as set out in the provisional specifications for New Zealand Patent application nos 299903 and 313171.

1.2    The term PATENTS shall mean the patents and patent applications set out in schedule A attached hereto.

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 patents 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 patents or equivalent protection when granted; and

1.4-2    The rights conferred by the PATENTS including the right to claim priority under international convention and the right conferred by such PATENTS now and/or 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 a work:

1.7-1    of any of the types described in Section 14 of the New Zealand Copyright Act 1994;

1.7-2 in which copyright exists; and

1.7-3 which relates to the INVENTION.

## **2.0 BACKGROUND**

2.1 Duncan and co-inventor, Angus Ian McRae ("McRae"), devised the INVENTION. McRae has assigned his interest in and to the invention to Duncan, now the ASSIGNOR by written assignment; which consideration and trust thereby generated is incorporated into this agreement.

2.2 Duncan has agreed to assign the INVENTION and the INTELLECTUAL PROPERTY RIGHTS to Cellular, and Cellular has agreed to receive them, subject to the terms and conditions of the McRae portion of the INVENTION on the terms described below.

## **IT IS AGREED THAT-**

### **3.0 THE ASSIGNMENT**

3.1 Duncan hereby assigns to Cellular:

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

subject to the terms and conditions of the assignment of a portion of the INVENTION owned by McRae to Duncan.

### **4.0 CONSIDERATION**

4.1 In consideration for the assignment detailed in clause 3, Cellular now pays to Duncan the sum of NZ\$1.00, the receipt and sufficiency of which is acknowledged by Duncan.

### **5.0 ASSIGNOR'S OBLIGATIONS**

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

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

5.3 Duncan 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 Cellular. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of Duncan. Duncan agrees to seek prior clearance from Cellular in any case of uncertainty.

#### 6.0 ASSIGNOR'S WARRANTIES

6.1 Duncan warrants:

6.1-1 It has absolute title to the INVENTION, subject to the trust created and assigned herewith and as set out in clause 3.2 above.

6.1-2 Subject to 6.1-1, there are no encumbrances or other matters affecting his capacity to assign the INVENTION and/or the INTELLECTUAL PROPERTY RIGHTS to Cellular 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.

#### SCHEDULE A

to Agreement between Duncan and Cellular

SPIRULINA PATENTS			
A Method of Biological Control ("antifungal")			
Country	Application No	Filing Date	Status
Japan	10-526530	09-12-1997	application
Australia	54190/98	09-12-1997	application
China	97181673.5	09-12-1997	application
USA	09/319,458	09-06-1999	application
New Zealand	336620	09-12-1997	application

A Method of Biological Control ("method")			
Country	Application No	Filing Date	Status
Japan	10-526531	09-12-1997	application
Australia	54191/98	09-12-1997	application
China	97181672.7	09-12-1997	application
USA	09/319,556	08-06-1999	application
New Zealand	336619	09-12-1997	granted

Signed this 15 day of )  
September 2000 by )  
**Kelvin Winston Duncan** )  
in the presence of: )

K.W. Duncan

[Signature]  
Witness Signature

BLAN BARCLAY  
Name

SALES MANAGER  
Occupation

CHRISTCHURCH  
Place

AND

Signed this 15 day of )  
September 2000 for )  
and on behalf of )  
**Cellular Improvements Limited** )  
by its duly authorised officers )

Neville Foot  
Name

[Signature]  
Signature

Director  
Position

[Signature]  
Name

B.B. GILES  
Signature

Director  
Position

Witnessed by:

Michael Perry Giles  
Name

[Signature]  
Signature

Company Director  
Occupation

CHRISTCHURCH  
Place