

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Greenfield AMS Limited	09/11/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sensortec Limited
<b>Street Address:</b>	558 Te Rapa Road
<b>City:</b>	Hamilton
<b>State/Country:</b>	NEW ZEALAND
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7131393
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)720-8383
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	4087208300
<b>Email:</b>	ariana_bates@bstz.com
<b>Correspondent Name:</b>	BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLP
<b>Address Line 1:</b>	1279 Oakmead Parkway
<b>Address Line 4:</b>	Sunnyvale, CALIFORNIA 94085
<b>ATTORNEY DOCKET NUMBER:</b>	006913.P001
<b>NAME OF SUBMITTER:</b>	Stephen M. De Klerk

**Total Attachments: 7**  
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**CH \$40.00 7131393**



**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**Selection System & Method for Milking Animals**

**BETWEEN:** Greenfield AMS Limited

**AND:** Sensortec Limited

**DESCRIPTION:**

By this Deed Greenfield AMS Limited assigns to Sensortec Limited all its right, title and interest in and to the *Intellectual Property Rights* relating to the *Invention*.

**James & Wells**

Level 9 Eilerslie Tower  
56 Cawley Street  
Private Bag 11907  
Eilerslie  
AUCKLAND

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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**BETWEEN**

Greenfield AMS Limited, a New Zealand company having its registered office at 558 Te Rapa Road, Hamilton, New Zealand.

(“Assignor”)

**AND**

Sensortec Limited, a New Zealand company having its registered office at 558 Te Rapa Road, Hamilton, New Zealand.

(“Assignee”)

**ON THE BASIS THAT-**

**1.0 DEFINED TERMS**

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Works* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

1.2-2. a work in which copyright exists; and

which relates to the *Invention*.

1.3. *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.

1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Invention* including without limitation the *Patent*, the *Patent Rights*, the *Design Rights*, the *Copyright* and the *Technical Information*.

1.5. *Invention* shall mean the invention the subject of the *Patent*.

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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1.6. *Patent* shall mean the patent application(s) and/or letters patent(s) set out in the Schedule.

1.7. *Patent Rights* shall mean:

1.7-1. the right to apply for any patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and

1.7-2. the rights conferred by the *Patent* including the right to claim priority under any international convention and the right conferred by such *Patent* now and/or when granted.

1.8. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

### 2.0 BACKGROUND

2.1. The **Assignor** owns the *Invention* and *Intellectual Property Rights*.

2.2. The **Assignor** has agreed to assign, and the **Assignee** has agreed to take an assignment of, the *Invention* and the *Intellectual Property Rights* on the terms described below.

### BY THIS DEED THE PARTIES AGREE –

#### 3.0 THE ASSIGNMENT

3.1. The **Assignor** hereby assigns all its right, title and interest in and to the *Invention* and *Intellectual Property Rights* to the **Assignee**.

3.2. The assignment will take effect on the date this Deed is fully executed by the **Assignor**.

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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## 4.0 CONSIDERATION

4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to the **Assignor** upon execution of this Agreement the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignor**.

4.2. Any and all rights of the **Assignor** with respect to the *Invention* and *Intellectual Property Rights* will pass to the **Assignee** upon execution of this Agreement.

## 5.0 ASSIGNOR'S OBLIGATIONS

5.1. The **Assignor** undertakes to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all their 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*.

## 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*;

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; and

6.1-3. The *Copyright Works* are the **Assignor's** original work and are not copied in whole or in part from any other work.

## 7.0 GOVERNING LAW

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

7.2. Each party to this Deed submits to the exclusive jurisdiction of the courts of New Zealand.

Signed as a Deed this 11<sup>th</sup> day of September 2007 for and on behalf of Greenfield AMS Limited by its duly authorised officers\*

<u>William Stanley Thompson</u>	_____
Name	Name
<u>[Signature]</u>	_____
Signature	Signature
<u>Director</u>	_____
Position	Position

Witnessed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

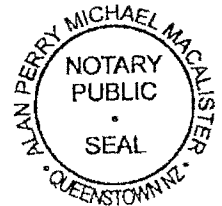
\_\_\_\_\_  
Occupation **Alan Perry Michael Macalister**  
**Solicitor of the High Court of New Zealand**

\_\_\_\_\_  
Place Queenstown

Signed by WILLIAM STANLEY THOMPSON at Queenstown, New Zealand  
this 11<sup>th</sup> day of September 2007  
before me:

[Signature]

Alan Perry Michael Macalister  
Notary Public, Queenstown  
New Zealand



**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

Signed as a Deed this 11<sup>th</sup> day of September 2007 for and on behalf of Sensortec Limited by its duly authorised officers\*

<u>William Stanley Thompson</u> Name	_____	Name	_____
<u>[Signature]</u> Signature	_____	Signature	_____
<u>DIRECTOR</u> Position	_____	Position	_____

Witnessed by:

\_\_\_\_\_ AM  
Name

\_\_\_\_\_ [Signature]  
Signature

Alan Perry Michael Macalister  
Occupation Solicitor of the High Court of New Zealand

\_\_\_\_\_ Queenstown  
Place

\* This Deed 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.

Signed by WILLIAM STANLEY THOMPSON at Queenstown, New Zealand

this 11<sup>th</sup> day of September 2007

before me:

[Signature]

Alan Perry Michael Macalister  
Notary Public, Queenstown  
New Zealand





# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

## SCHEDULE

*Patent (clause 1.6):*

Title	Country	Application Number	Filing Date
Selection System and Method for Milking Animals	USA	7,131,393	22 DEC 2003
Selection System and Method for Milking Animals	India	00097/CHEN P/2004	19 JAN 2004
Selection System and Method for Milking Animals	Europe	02741552.0	21 JUN 2002
Selection System and Method for Milking Animals	Canada	2,451,235	21 JUN 2002
Selection System and Method for Milking Animals	Israel	159470	21 June 2002