

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lancaster University Business Enterprises Limited	06/26/2009
RECEIVING PARTY DATA	
Name:	Plant Bioscience Limited
Street Address:	Norwich Research Park
Internal Address:	Colney Lane
City:	Norwich, Norfolk
State/Country:	UNITED KINGDOM
Postal Code:	NR4 7UH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12373646
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ATTORNEY DOCKET NUMBER:	065435-9173-US00 JAF
NAME OF SUBMITTER:	Jill A. Fahrlander
Total Attachments: 5 source=B 1978204#page1.tif source=B 1978204#page2.tif	

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**ASSIGNMENT OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:

- 1 MICHAEL RICHARD ROBERTS**
of University of Lancaster, University House, Lancaster, LA1 4YW, United Kingdom
- 2 NIGEL DUNCAN PAUL**
of University of Lancaster, University House, Lancaster, LA1 4YW, United Kingdom
- 3 JANE ELIZABETH TAYLOR**
of University of Lancaster, University House, Lancaster, LA1 4YW, United Kingdom
- 4 JASON PAUL MOORE**
of 3 Burr Tree Drive, Colton, Leeds, West Yorkshire, LS15 9ED, United Kingdom
(hereinafter jointly referred to as "**the Inventors**")

- 5 UNIVERSITY OF LANCASTER**
of University House, Lancaster, LA1 4YW, United Kingdom
(hereinafter referred to as "**the University**")

- 6 LANCASTER UNIVERSITY BUSINESS ENTERPRISES LIMITED**
of University House, Bailrigg, Lancaster, LA1 4YW, United Kingdom
(hereinafter referred to as "**LUBEL**")

- 7 PLANT BIOSCIENCE LIMITED**
of Norwich Research Park, Colney Lane, Norwich, Norfolk NR4 7UH, United Kingdom
(hereinafter referred to as "**PBL**")

Recitals:

(A) The Inventors are the joint inventors with PATRICIA CROFT of the invention or inventions entitled Improvements in and Relating to Plant Protection ("the Invention") for which International PCT Application No. PCT/GB2007/002611 ("the PCT Application") was filed on 12 July 2007

(B) The PCT Application claims priority from United Kingdom Application No. GB 0613901.8 ("the Priority Application") filed 13 July 2006

(C) The Inventors' contribution to the Invention was made by the Inventors in the course of their employment with the University and in accordance with national law and the terms of their employment any rights which they would otherwise own in the Invention belonged to the University

(D) By Agreements made 21 July 2006 and 17 September 2007 ("the Agreements") the University agreed to assign all of its rights in the Invention to LUBEL, and LUBEL further agreed to assign all of its rights in the Invention to PBL

(E) the Inventors, the University and LUBEL have agreed to execute this Assignment to confirm and ensure that as between themselves and PBL all of their respective rights title and interest in to and under the Invention the Priority Application the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto shall belong to PBL

(F) The terms "the Priority Application" and "the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto" together include, but are not limited to, the Patent Applications set out in the Schedule hereto

Operative provisions:

For £1.00 and other valuable consideration as set forth in the Agreements, and subject to the terms and conditions thereof:

1 The Inventors and each of them hereby sell and assign to the University which accepts, and the University further sells and assigns to LUBEL which accepts, and LUBEL further sells and assigns to PBL which accepts with effect from immediately prior to the filing of the PCT Application:

1.1 all their respective rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention the Priority Application and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in PBL or its successors or assigns;

1.3 all such rights as they may have to claim priority from the Priority Application in any and all applications for patent protection for the Invention, such rights to be enjoyed by PBL with effect from the date of filing of the Priority Application;

to the intent that PBL shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by inventors, the University and LUBEL had this assignment not been made.

2 The Inventors, the University and LUBEL hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in any countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the any Patent Office for recordation of this document. It is understood and agreed that PBL's attorneys Mewburn Ellis LLP have represented only PBL and will continue to represent only PBL with respect to this invention.

3 The Inventors, the University and LUBEL hereby UNDERTAKE that at the request and cost of PBL or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in PBL or its successors or assigns of all rights title and interest assigned to PBL hereunder and to confirm the title of PBL or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

4 The Inventors, the University and LUBEL hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of PBL or its successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Inventors, the University and LUBEL and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of PBL.

IN WITNESS WHEREOF the parties hereto have executed this assignment and undertaking

SCHEDULE
The Patent Applications

COUNTRY	Mewburn Ellis LLP COVER NO.	APPLN No.
GB	N/A	0613901.8
PCT	SMK/LP6532204	PCT/GB2007/002611
EP	SMK/LP6602775	07789018.4
US	SMK/LP6602783	12/373646
JP	SMK/LP6606081	
CA	SMK/LP6602791	
AU	SMK/LP6602809	2007274083
NZ	SMK/LP6606073	574108
BR	SMK/LP6602817	
MX	SMK/LP6606065	MX/A/2009/000421
KR	SMK/LP6606099	10-2009-7001978
AR	SMK/LP6608640	P-090100104

SIGNED by)
MICHAEL RICHARD ROBERTS)
on: 1st June 2009)
in the presence of: (Witness))
Signature: *M. Roberts*)
Name: **M. McAINSH**)
Address: **LEC**)
Lancaster University)

Signature: *M. Roberts*

SIGNED by **NIGEL DUNCANPAUL**)
on: 1st June 2009)
in the presence of: (Witness))
Signature: *N. Paul*)
Name: **JOS BARLOW**)
Address: **LEC**)
LANC. UNIV.)

Signature: *Nigel Paul*

SIGNED by **JANE ELIZABETH TAYLOR**)
on: 1st June 2009)
in the presence of: (Witness))
Signature: *M. McInsh*)
Name: **M. McAINSH**)
Address: **LEC**)
Lancaster University)

Signature: *J. Taylor*

SIGNED by **JASON PAUL MOORE**)

on: 16 JUNE 2009)

in the presence of: (Witness))

Signature: J Moore)

Name: **V. MOORE**

Address: **3 Burr Tree Drive
Leeds LS15 9ED**

Signature: [Handwritten Signature]

SIGNED for and on behalf of)

UNIVERSITY OF LANCASTER)

on: 26 June 09)

in the presence of: (Witness))

Signature: [Handwritten Signature])

Name: **GEORGIA HASSON**

Address: **Bowland Tower South, Lancaster University, LA1 4YT**

Signature: [Handwritten Signature]
Name: **M Nolan**
Position: **Contracts Manager**

SIGNED for and on behalf of)

LANCASTER UNIVERSITY BUSINESS)

ENTERPRISE LIMITED)

on: 26 June 2009)

in the presence of: (Witness))

Signature: [Handwritten Signature])

Name: **G. SMITH**

Address: **Bowland Tower South, Lancaster University**

Signature: [Handwritten Signature]
Name: **R. O'BRIEN**
Position: **Director (Research)**

SIGNED for and on behalf of)

PLANT BIOSCIENCE LIMITED)

on: 21 JULY 2009)

in the presence of: (Witness))

Signature: [Handwritten Signature])

Name: **REBECCA MCINTOSH**

Address: **MELTON BECK, BAUBURGH ROAD, GREAT MELTON, NORWICH NR9 3PE**

Signature: [Handwritten Signature]
Name: **A J S KHOJECKI**
Position: **MANAGING DIRECTOR**