

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Shane Richard Leath	09/16/2009
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11673928
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NAME OF SUBMITTER:	Larr M. Jarvis
Total Attachments: 2 source=4286_001#page1.tif source=4286_001#page2.tif	

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ASSIGNMENT

Case No. 18471US01

U.S. Serial No. 11/673,928

Inventors: Shane Richard Leath

NOW, THEREFORE, in exchange for good and valuable considerations in hand paid, the receipt and sufficiency whereof are hereby acknowledged, the undersigned hereby assigns to AgResearch Limited, at East Street, Ruakura Campus, Hamilton 3240, New Zealand, its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in a patent application entitled "NON-INVASIVE SENSOR AND METHOD OF USE " and identified as Case No. 18471US01 in the offices of McANDREWS, HELD & MALLOY, LTD., filed in the United States Patent and Trademark Office as Serial No. 11/673,928 on February 2, 2007, and in any and all other (provisional or non-provisional) applications, both United States and foreign based thereon that claim priority thereto, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any continuation, continuation-in-part, divisional, reexamination, renewal, substitutions, reissue or extension of such applications or patents, and further assigns to said assignee the priority right provided by the International Convention, treaties or otherwise.

The undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorizes and requests the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

The undersigned warrants to be the owner of the entire right, title and interest in said invention or improvements and to have the right to make this Assignment, and further warrant that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations, the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all continuation, continuation-in-part, divisional, extension, renewal, and substitute applications for said invention or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue, reexamination or extension of any Letters Patent that may be granted upon said application, and any and all applications and other document for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns may deem necessary or expedient, and for the said considerations the undersigned authorizes said assignee to apply for patents for said invention or improvements in its own name in such countries where such

procedure is proper and further agrees, upon the request of said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this Assignment had not been made.

The assignee also has the right to enforce patent rights to such Patents as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; together with all claims by Assignor for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives .

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same Assignment. The signatures from each counterpart may be combined with a copy of the Assignment to constitute the entire Assignment.

WITNESS my hand and seal this 16th day of SEPTEMBER, 2009.

Shane Richard Leath
Shane Richard Leath

State of _____)
County of _____) ^{ss}
Murray John Vereker-Bindon
Notary Public
Hamilton

I, New Zealand, a Notary Public in and for the County and State aforesaid, do hereby certify that SHANE RICHARD LEATH personally known to me to be the same person whose name is subscribed to the foregoing Assignment instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Assignment instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of SEPTEMBER, 2009.

Murray John Vereker-Bindon
Notary Public
Hamilton
New Zealand

(SEAL)

My commission expires IS FOR LIFE.