

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jennifer Gwen Jago	10/30/2006
Kevin Phillip Bright	10/30/2006
Jacqueline Ellen McGowan	10/30/2006
RECEIVING PARTY DATA	
Name:	Greenfield AMS Limited
Street Address:	Waikato Innovation Park, Ruakua Road
City:	Hamilton
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12443927
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 S. Wacker Drive
Address Line 2:	Suite 2500
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	1010.84220
NAME OF SUBMITTER:	Lawrence J. Crain

Total Attachments: 9
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**DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS**

BETWEEN: Jennifer Gwen Jago; Kevin Phillip Bright; and Jacqueline Ellen McGowan

AND: Greenfield AMS Limited

DESCRIPTION:

By this Deed Jennifer Gwen Jago; Kevin Phillip Bright; and Jacqueline Ellen McGowan assign to Greenfield AMS Limited all their respective shares in the *Intellectual Property Rights* relating to the *Invention*.

James & Wells
Level 12
KPMG Centre
Private Bag 3140
85 Alexandra Street
HAMILTON

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN Jennifer Gwen Jago, a New Zealand citizen of 187 Sainsbury Road, RD 1, Hamilton, NEW ZEALAND

AND Kevin Phillip Bright, a New Zealand citizen of Vaile Road, RD 4, Hamilton, NEW ZEALAND

AND Jacqueline Ellen McGowan, a New Zealand citizen of 144 Vaile Road, RD 4, Hamilton, NEW ZEALAND

(together the "Assignors")

AND Greenfield AMS Limited, a New Zealand company of Waikato Innovation Park, Ruakua 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.

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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*.

1.6. The term *Patent(s)* means any patent application or letters patent relating to the *Invention* including without limitation:

NZ Patent Application No: 549338

Filing Date: 18 August 2006

Title: Method, System and/or Apparatus for Operating a Selection System

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 **Assignors** acknowledge that they were employed by the **Assignee** at the time the *Invention* was devised.

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- 2.2. The **Assignors** acknowledge that the **Assignee** is or should be the owner of the *Invention* and the *Intellectual Property Rights*, and hereby agree to assign same to the **Assignee** on the terms described below.

BY THIS DEED THE PARTIES AGREE –

3.0 THE ASSIGNMENT

- 3.1. The **Assignors** hereby assign all their 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 **Assignors** or on the date the first patent application relating to the *Invention* is filed in the name of one or more of the parties, whichever is the earlier lawful date.

4.0 CONSIDERATION

- 4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to each of the **Assignors** 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 **Assignors**.
- 4.2. Any and all rights of the **Assignors** with respect to the *Invention* and *Intellectual Property Rights* will pass to the **Assignee** upon execution of this Agreement.

5.0 ASSIGNORS' OBLIGATIONS

- 5.1. The **Assignors** undertake 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 *Invention* and *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*.
- 5.2. The **Assignors** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Invention* devised or created by the

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Assignors while in the employ of the **Assignee** and/or under a commission for money or money's worth from the **Assignee**, and the intellectual property in all such improvements, modifications or additions will be owned by the **Assignee**.

5.2-1. The **Assignors** shall assign to the **Assignee** upon request all intellectual property relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while in the employ and/or under a commission for money or money's worth from the **Assignee**.

5.3. The **Assignors** hereby waive all their moral rights in relation to the *Copyright*.

5.4. At the request of the **Assignee**, the **Assignors** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:

5.4-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;

5.4-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;

5.4-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;

5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.

5.5. The **Assignors** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the

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Invention, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.

- 5.6. The **Assignors** agree 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 the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignors**. The **Assignors** agree to seek prior clearance from the **Assignee** in any case of uncertainty.

6.0 ASSIGNORS' WARRANTIES

- 6.1. The **Assignors** warrant:

6.1-1. The **Assignors** have absolute title to the *Invention* and *Intellectual Property Rights*;

6.1-2. There are no encumbrances or other matters affecting the **Assignors'** 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 **Assignors'** original works and are not copied in whole or in part from any other work.

7.0 GOVERNING LAW

- 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.

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

Signed as a Deed this 30th day of October 2006 by
JENNIFER GWEN JAGO

Signature JG Jago

Witnessed by:

Rodge Jensen
Name
RJ
Signature
Farm System Specialist
Occupation
Hamilton
Place

Signed as a Deed this 30th day of October 2006 by
KEVIN PHILLIP BRIGHT

Signature K.P. Bright

Witnessed by:

Rodge Jensen
Name
RJ
Signature
Farm Systems Specialist
Occupation
Hamilton
Place

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Signed as a Deed this 30th day of October 2006 by
JACQUELINE ELLEN MCGOWAN

Signature JMcGowan

Witnessed by:

Rodger Jensen
Name

[Signature]
Signature

farm systems specialist
Occupation

Hamillo
Place

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Signed as a Deed this 30th day of October 2006 for and on behalf of GREENFIELD AMS LIMITED by its duly authorised officers*

William Stanley Thompson
Name
[Signature]
Signature
Director
Position

Witnessed by:

Lynn Tebbutt
Name
[Signature]
Signature
Office Manager
Occupation
Hamilton
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.

Initialed by: _____
