

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Vickery ARCUS</td> <td>05/25/2006</td> </tr> <tr> <td>John STEEMSON</td> <td>05/25/2006</td> </tr> <tr> <td>Matthias BAAKE</td> <td>05/25/2006</td> </tr> </tbody> </table>		Name	Execution Date	Vickery ARCUS	05/25/2006	John STEEMSON	05/25/2006	Matthias BAAKE	05/25/2006		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Auckland Uniservices Limited</td> </tr> <tr> <td>Street Address:</td> <td>70 Symonds Street</td> </tr> <tr> <td>Internal Address:</td> <td>Level 10, UniServices House</td> </tr> <tr> <td>City:</td> <td>Auckland</td> </tr> <tr> <td>State/Country:</td> <td>NEW ZEALAND</td> </tr> </table>		Name:	Auckland Uniservices Limited	Street Address:	70 Symonds Street	Internal Address:	Level 10, UniServices House	City:	Auckland	State/Country:	NEW ZEALAND
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PROPERTY NUMBERS Total: 3											
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CORRESPONDENCE DATA											
<p>Fax Number: (650)494-0792</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 650 813-5715</p> <p>Email: drovetti@mofo.com</p> <p>Correspondent Name: Robert K. Cerpa</p> <p>Address Line 1: Morrison & Foerster LLP</p> <p>Address Line 2: 755 Page Mill Road</p> <p>Address Line 4: Palo Alto, CALIFORNIA 94304-1018</p>											
ATTORNEY DOCKET NUMBER:	627542000300										
NAME OF SUBMITTER:	Robert K. Cerpa										

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PATENT
REEL: 023591 FRAME: 0923

Total Attachments: 6

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DEED OF ASSIGNMENT

This Deed of Assignment (this "**Deed**") is made as of 24 NOV, 2009 (the "**Effective Date**") by and among (1) VICKERY ARCUS, an individual residing or formerly residing at 30 Allendale Road, Mt. Albert, Auckland, New Zealand ("**Arcus**"); (2) JOHN STEEMSON, an individual residing or formerly residing at 1 Nea Place, Hillcrest, NorthShore, Auckland, New Zealand ("**Steemson**"); (3) MATTHIAS BAAKE, an individual residing or formerly residing at No. 4 Second Avenue, Kingsland, Auckland, New Zealand ("**Baake**"); (4) AGRESEARCH, a Crown Research Institute duly organized under and pursuant to the laws of New Zealand and having its principal place of business at 5th Floor, Tower Block, Ruakura Research Centre, East Street, Hamilton New Zealand ("**AgResearch**"); (5) AUCKLAND UNISERVICES Limited, a company incorporated in New Zealand and having its registered office at Level 10, UniServices House, 70 Symonds Street, Auckland, New Zealand ("**Auckland UniServices**"); (6) WAIKATOLINK Limited, a company incorporated in New Zealand and having its registered office at Level 1, Core Facilities Building, Waikato Innovation Park, Ruakura Road, Hamilton, New Zealand ("**WaikatoLink**") and together with Arcus, Steemson, Baake, AgResearch, and Auckland UniServices, "**Assignors**" and each, an "**Assignor**"; and (7) OBODIES Limited, a company incorporated in New Zealand and having its registered office at Level One, Core Facilities Building, Waikato Innovation Park, Ruakura Road, Hamilton, New Zealand ("**Assignee**"). Assignors and Assignee are collectively referred to as the "**Parties**" and each individually as a "**Party**."

RECITALS

WHEREAS, Arcus, Steemson and Baake have invented certain new and useful inventions in OB-fold domains, including without limitation as set forth in: a provisional patent application in the United States Patent and Trademark Office, bearing application number 60/809,105 and filed on May 26, 2006; a Patent Cooperation Treaty patent application filed with the World Intellectual Property Organization bearing application number PCT/NZ2007/000125 and filed on May 25, 2007 (and published under International Publication Number WO 2007/139397); a patent application in the United States Patent and Trademark Office, bearing application number 12/302,494; a patent application in Australia bearing application number 2007268364; a patent application in Canada bearing application number 2,653,752; a patent application in China bearing application number 2007800281075; a patent application in the European Patent Office bearing application number 077939502; a patent application in Israel bearing application number 195494; a patent application in India bearing application number 7076CHENP2008; a patent application in Japan bearing application number 2009-511976; a patent application in New Zealand bearing application number 573407; a patent application in Singapore bearing application number 2008087546; and a patent application in South Africa bearing application number 200810836;

WHEREAS, Arcus, Steemson, Baake and AgResearch executed agreements dated May 25, 2006 and Arcus, Steemson and Baake executed an assignment dated June 16, 2006 and June 20, 2006, with the intention of transferring and assigning their entire right, title and interest in and to the above-mentioned inventions and certain related works, including the patent applications identified above and all other patent rights throughout the world relating to such inventions (including without limitation patents, patent applications and conversions, continuations, divisions, and continuations-in-part of such applications, and reissues or extensions of such patents), all rights under the International Convention for the Protection of Industrial Property and all other intellectual property rights associated with the inventions and such works (collectively, the "**Assigned Property**"), to Auckland UniServices;

WHEREAS, the document executed by Arcus, Steemson and Baake on June 16, 2006 and June 20, 2006 stated that it transferred and assigned their Patent Rights in the above-named inventions to the entity "UniServices Limited," which assignment document should have recited "Auckland UniServices Limited";

WHEREAS, Auckland UniServices assigned, transferred and set over its entire right, title and interest in and to the Assigned Property to WaikatoLink in a deed of assignment dated August 14, 2007;

WHEREAS, WaikatoLink sold, assigned, transferred and set over its entire right, title and interest in and to the Assigned Property to Assignee, in a document dated December 20, 2007;

WHEREAS, Arcus, Steemson, Baake and Auckland UniServices agree and confirm that the assignment dated June 16, 2006 and June 20, 2006 from Arcus, Steemson and Baake to "UniServices Limited" was intended to sell, assign, transfer and set over the entire right, title and interest in and to the Assigned Property to Auckland UniServices;

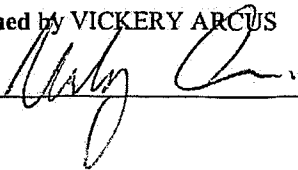
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this DEED hereby agree as follows:

1. **Assignment.** The Parties hereby agree and confirm that Assignee owns the entire right, title and interest in and to Assigned Property. To the extent any of the Assignors retain any right, title or interest to the Assigned Property, each of the Assignors hereby assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee (and Assignee's successors and assigns) absolutely with full title guarantee (to be held and enjoyed by Assignee for its own use and the use of its successors, legal representatives and assigns) all such rights, title or interest of every kind and character throughout the world in and to the Assigned Property to the full extent of the respective ownership or interest of each.
2. **Further Assurances.** Upon Assignee's reasonable request, each Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned Property, without charge to Assignee but at the sole cost and expenses of Assignee.
3. **Later Acquired or Enlarged Rights.** In the event that any Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Assigned Property than that assigned hereunder, such later-acquired rights will automatically be subject to this Deed such that such rights are assigned to Assignee hereunder as if such Assignor had possessed them on the Effective Date.
4. **Representations and Warranties.** Each Party represents and warrants that it has the full power and authority to enter into this Deed and to perform its obligations hereunder and grant the rights granted by it hereunder, and that the performance of such obligations and grant of such rights will not conflict with or result in a breach of any agreement to which such Party is a party or is otherwise bound
5. **General.** This Deed, including all matters of construction, validity and performance (including, without limitation, any contractual or non-contractual obligation) is to be construed in accordance with and governed by the laws of New Zealand. No delay, failure or waiver by a Party to exercise any right or remedy under this Deed, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy. If any provision of this Deed is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Deed as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision. This Deed serves to confirm and document formally the entire understanding of the Parties relating to the ownership of the Assigned Property and the other specific subject matter of this Deed. This Deed supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) between or among the Parties with regard to ownership of the Assigned Property and the other specific subject matter of this Deed. To the extent any other written agreement between or among the Parties contains terms and conditions that conflict with the terms and conditions of this Deed, the terms and conditions in this Deed shall prevail. Each Party acknowledges it has not relied upon or been induced to enter into this Deed by a representation except to the extent that the representation is expressly stated in this Deed. No Party will be liable to any other Party (in equity, contract or tort, or in any other way) for a representation that is not expressly stated in this Deed. This Section 5 shall not exclude any liability for fraud or fraudulent misrepresentation. No cancellation, amendment or modification of any provision of this Deed will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought. This Deed may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

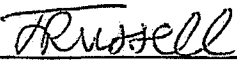
EXECUTED as a DEED on the date and year first above written by the Parties

[SIGNATURE PAGES FOLLOW]

Signed by VICKERY ARCUS



in the presence of:


Witness signature

Jessica Russell
Witness name

I.P. Manager
Occupation

C/o Waikato Link

Signed by JOHN STEEMSON



in the presence of:


Witness signature

Michelle Dagg
Witness name

Contracts Manager
Occupation

1270 Paterangi Road, Ohaupo

Signed by MATTHIAS BAAKE

M. Baake

in the presence of:

H. Reinhardt
Witness signature

Tanja Steinbrück
Witness name

Illustrator
Occupation

Livuper-Weg 48, 20257 Hamburg
Address
Germany

For and on Behalf of Auckland UniServices Limited by:

Authorised signatory

JANE E HARDING
Authorised signatory's full name (please print)

Witnessed by:

Signature

LILY JEEVARATNAM
Full name (please print)

Executive Assistant
Occupation

24 Princes St, Auckland
Address

For and on Behalf of AgResearch by:

Authorised signatory

SCOTT MASAGA
Authorised signatory's full name (please print)

Witnessed by:

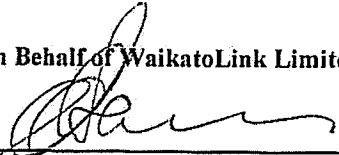
Signature

Allison McMillan
Full name (please print)

PA
Occupation

Hamilton
Address

For and on Behalf of WaikatoLink Limited by:



Authorised signatory

GERALD DAVID GIBBS BAILEY

Authorised signatory's full name (please print)

Witnessed by:



Signature

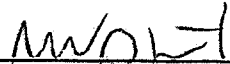
Full name (please print)

Nigel Adams
Executive Assistant
WaikatoLink Limited

Occupation Private Bag 3105
Hamilton

Address

For and on Behalf of OBodies Limited by:

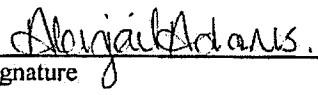


Authorised signatory

MARK SHANE STUART

Authorised signatory's full name (please print)

Witnessed by:



Signature

Full name (please print)

Nigel Adams
Executive Assistant
WaikatoLink Limited

Occupation Private Bag 3105
Hamilton

Address