

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Narandra Patel	12/15/2009
RECEIVING PARTY DATA	
Name:	The New Zealand Institute for Plant and Food Research Limited
Street Address:	120 Mt. Albert Road
Internal Address:	Mt. Albert
City:	Auckland
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	12590309
Application Number:	12590311
Application Number:	12590267
Application Number:	12590255
Application Number:	12590285
CORRESPONDENCE DATA	
Fax Number:	(303)499-8089
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	usptomail@greenwin.com
Correspondent Name:	Greenlee Winner and Sullivan PC
Address Line 1:	4875 Pearl East Circle
Address Line 2:	Suite 200
Address Line 4:	Boulder, COLORADO 80301
ATTORNEY DOCKET NUMBER:	197TO201-08
NAME OF SUBMITTER:	Michael J. Curtis

CH \$200.00 12590309

501050121

PATENT
REEL: 023696 FRAME: 0264

Total Attachments: 2

source=197to201-08_assignment#page1.tif

source=197to201-08_assignment#page2.tif

ASSIGNMENT

WHEREAS, I, **Narandra PATEL**, residing at **State Highway 1, Hamilton, New Zealand**; (herein called "ASSIGNOR"), am the inventor of the inventions described below, for each of which I have executed an application for a Patent of the United States, filed **November 5, 2009**;

Blueberry Variety Named 'Sky Blue'	Serial No. <u>12/590,309</u>
Blueberry Variety Named 'Ocean Blue'	Serial No. <u>12/590,311</u>
Blueberry Variety Named 'F126'	Serial No. <u>12/590,267</u>
Blueberry Variety Named 'Blue Moon'	Serial No. <u>12/590,255</u>
Blueberry Variety Named 'Sunset Blue'	Serial No. <u>12/590,285</u>

AND WHEREAS, **The New Zealand Institute for Plant and Food Research Limited**, having a principal place of business at **120 Mt. Albert Road, Mt. Albert, Auckland, New Zealand**; is desirous of obtaining my entire right, title and interest in, to and under the said inventions and the said applications;

NOW, THEREFORE, in consideration of my contractual and other legal obligations, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, a said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said inventions, and the said United States Applications and all divisions, renewals, continuations and subsequent applications thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United States; together with the right to file such applications and the right to claim for the same the priority of said patent applications listed herein and applications thereof and therefrom under The International Union for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application and applications thereof and therefrom is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY authorize the above-mentioned ASSIGNEE or its legal representative to insert in this instrument the serial number(s) of said application(s) or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said inventions, and testify in any legal proceeding, sign all lawful papers, execute all continuing and subsequent applications, including divisional, reissue and foreign applications, make all rightful oaths, and generally cooperate and do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain, maintain, and enforce proper protection for said inventions in any and all countries;

IN TESTIMONY WHEREOF, I hereunto set my hand and seal (if applicable) the day and year set opposite my signature.

15/12/09
Date

N. Patel
Narandra Patel

15/12/09
Date

F. D. Reisima
Witness
F. D. Reisima
MANAGER Gourmet Blueberries Ltd.

Additional Assignors on Additional Sheets: No