

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sensortec Limited	10/26/2009
RECEIVING PARTY DATA	
Name:	Lely Patent N.V.
Street Address:	Weverskade 110
City:	PA Maassluis
State/Country:	NETHERLANDS
Postal Code:	3147
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 source=Assignment Sensortec to Lely#page1.tif source=Assignment Sensortec to Lely#page2.tif source=Assignment Sensortec to Lely#page3.tif source=Assignment Sensortec to Lely#page4.tif	

CH \$40.00 12443927

501071460

PATENT
REEL: 023823 FRAME: 0885

source=Assignment Sensortec to Lely#page5.tif
source=Assignment Sensortec to Lely#page6.tif
source=Assignment Sensortec to Lely#page7.tif
source=Assignment Sensortec to Lely#page8.tif
source=Assignment Sensortec to Lely#page9.tif

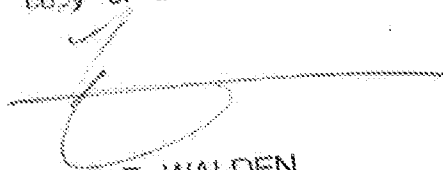
**DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS**

D4561
US

BETWEEN: Sensortec Limited

AND: Lely Patent N.V.

Certified to be a true
copy of the original.


T. E. WALDEN
BARRISTER AND SOLICITOR OF THE
HIGH COURT OF NEW ZEALAND
HAMILTON

DESCRIPTION:

By this Deed Sensortec Limited assigns
to Lely Patent N.V. all its right, title and
interest in and to the *Intellectual
Property Rights* relating to the *Invention*.

James & Wells

Level 12 KPMC Centre
85 Alexandra Street
Private Bag 3140
HAMILTON

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN

Sensortec Limited, a New Zealand company having its registered office at Waikato Innovation Park, Ruakura Road, Hamilton 2001, New Zealand.

("Assignor")

AND

Lely Patent N.V., a company of The Netherlands having its registered office at Weverskade 110, 3147 PA Maassluis, The Netherlands

("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.

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*.

Initialed by:

Page 2 of 9

PATENT

REEL: 023823 FRAME: 0888

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

1.6. *Patent* shall mean the patent application and/or letters patent set out in the Schedule and any patent application or letters patent claiming priority from same, and any letters patent granted upon any of the foregoing patent applications.

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 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 Assignor owns the *Intellectual Property Rights*.

2.2. The Assignor has agreed to assign, and the Assignee has agreed to take an assignment of, the *Intellectual Property Rights* on the terms described below.

Initialled by:

Page 3 of 8

[Signature]

PATENT

REEL: 023823 FRAME: 0889

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BY THIS DEED THE PARTIES AGREE --

3.0 THE ASSIGNMENT

- 3.1. The Assignor hereby assigns all its right, title and interest in and to the *Intellectual Property Rights* to the Assignee in respect of Europe.
- 3.2. The assignment will take effect on the date this Deed is fully executed by the Assignor.

4.0 CONSIDERATION

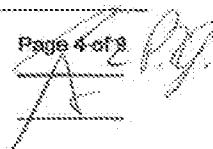
- 4.1. In consideration for the assignment detailed in clause 3.1, the Assignee will pay to the Assignor upon execution of this Deed the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the Assignor.
- 4.2. Any and all rights of the Assignor with respect to the *Invention* and *Intellectual Property Rights* will pass to the Assignee upon the effective date of this Deed.

5.0 ASSIGNOR'S OBLIGATIONS

- 5.1. The Assignor undertakes 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 *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 Assignor shall forthwith disclose to the Assignee all improvements in, modifications of or additions to the *Invention* devised or created by the Assignor while under a commission for money or money's worth from the Assignee.
- 5.2-1. The Assignor shall assign to the Assignee upon request all *Intellectual Property Rights* relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while under a commission for money or money's worth from the Assignee.

Initialed by:

Page 4 of 8



DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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

5.3-1. 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*;

5.3-2. 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*;

5.3-3. 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*;

5.3-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.

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

5.5. The Assignor agrees to treat as confidential all information relating to the *Invention* and 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 Assignor. The Assignor agrees to seek prior clearance from the Assignee in any case of uncertainty.

Initialed by:

Page 5 of 9

PATENT

REEL: 023823 FRAME: 0891

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

6.0 ASSIGNOR'S WARRANTIES

6.1. The Assignor warrants:

6.1-1. The Assignor has absolute title to the *Intellectual Property Rights*;

6.1-2. There are no encumbrances or other matters affecting the Assignor's capacity to assign the *Invention* and/or the *Intellectual Property Rights* to the Assignee free of any encumbrances or interests whatsoever; and

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.

Initialed by:

Page 6 of 8


PATENT

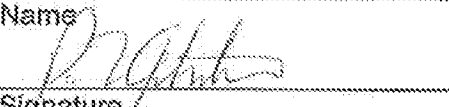
REEL: 023823 FRAME: 0892

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS


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

Executed as a Deed this 13th day of October 2009 for and on behalf of Sensorlec Limited by its duly authorised officers*

DEAN RAYMOND EPPS
Name

Signature
DIRECTOR
Position

Paul Trevor Johnston
Name

Signature
R & D DIRECTOR
Position

Witnessed by:

JOSEPHINE TUISAULA
Name

Signature
ADMIN COORDINATOR
Occupation
HAMILTON, NZ
Place

Initialled by:

Page 7 of 8

PATENT

REEL: 023823 FRAME: 0893

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this 26th day of October 2009 for and on behalf of Lely Patent N.V. by its duly authorised officers*

A. van der Lely
Name

[Signature]
Signature

Director
Position

Name

Signature

Position

Witnessed by:

A. Hoogenbos
Name

[Signature]
Signature

Office Manager
Occupation

Maassluis
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:

Page 8 of 9

[Initials]

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

SCHEDULE

Patent (clause 1.6):

Title	Country	Application Number	Filing Date
Method, System and/or Apparatus for Operating a Selection System	United States	12/443,927	2 October 2007

D456

Initialed by:

Page 8 of 9