

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Sensortec Limited	08/17/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Lely Patent N.V.
Street Address:	Weverskade 110
City:	Maassluis
State/Country:	NETHERLANDS
Postal Code:	3147 PA
<b>PROPERTY NUMBERS Total: 5</b>	
Property Type	Number
Application Number:	10553332
Application Number:	10592965
Application Number:	12743058
Application Number:	12722338
Patent Number:	7234414
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(703)336-6950
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7036633600
Email:	koelem@howrey.com, ipdocketing@howrey.com
Correspondent Name:	Howrey LLP
Address Line 1:	2941 Fairview Park Drive
Address Line 2:	Suite 200
Address Line 4:	Falls Church, VIRGINIA 22042
ATTORNEY DOCKET NUMBER:	04132.0001.000000
NAME OF SUBMITTER:	David P. Owen

CH \$200.00 10553332

**501280038**

**PATENT**  
**REEL: 024927 FRAME: 0639**

**Total Attachments: 8**

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United States

D 4604  
D 4603  
D 4612  
D 4602 A  
D 4611

**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN:**      Sensortec Limited

**AND:**            Lely Patent N.V.

**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 KPMG Centre  
85 Alexandra Street  
Private Bag 3140  
HAMILTON



## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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1.6. *Patents* shall mean the patent applications and/or letters patent set out in the Schedule and any patent applications 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.

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**.

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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**.

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

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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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.

### 6.0 ASSIGNOR'S WARRANTIES

6.1. The **Assignor** warrants:

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

**DEED OF ASSIGNMENT OF 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.

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

Executed as a Deed this 10<sup>th</sup> day of August 2010 for and on behalf of Sensortec Limited by its duly authorised officers\*

Paul Johnstone  
Name

  
Signature

R & D Director  
Position

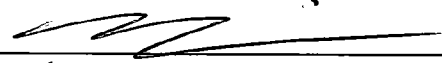
\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

Witnessed by:

Wahing Shelley Wiko  
Name

  
Signature

Patent Attorney  
Occupation

Hamilton, NZ  
Place



**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

Executed as a Deed this 17 day of August 2010 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. Hoeyenbos  
Name  
[Signature]  
Signature  
Office Manager  
Occupation  
NL - Maassluis  
Place

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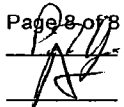
**SCHEDULE**

*Patent (clause 1.6):*

<b>Title</b>	<b>Country</b>	<b>Application Number</b>	<b>Filing Date</b>
Sensor Apparatus for Extraction Machinery for Milking Mammals	USA	10/553,332	13 April 2004
Mastitis Detection	USA	7,234,414	18 August 2004
Sampler	USA	10/592,965	12 September 2006
Instrument for Use with Fluid	USA	12/743,058	14 November 2008
Animal Control System	USA	12/722,338	3 May 2010

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United States

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**PATENT**

**RECORDED: 09/02/2010**

**REEL: 024927 FRAME: 0648**