

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Plant Research International B.V.	09/02/2009
RECEIVING PARTY DATA	
Name:	The New Zealand Institute for Plant and Food Research Limited
Street Address:	Mt. Albert Research Centre
Internal Address:	120 Mt. Albert Road, Mt. Albert
City:	Auckland
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10579245
CORRESPONDENCE DATA	
Fax Number:	(202)393-5350
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-638-6666
Email:	patent@jhip.com
Correspondent Name:	John C. Holman
Address Line 1:	Jacobson Holman PLLC
Address Line 2:	400 Seventh Street, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	P71275US0
NAME OF SUBMITTER:	John C. Holman
Total Attachments: 4 source=P71275US0-assignment-v2#page1.tif source=P71275US0-assignment-v2#page2.tif source=P71275US0-assignment-v2#page3.tif source=P71275US0-assignment-v2#page4.tif	

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PATENT

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PLANT RESEARCH INTERNATIONAL B.V.

THE NEW ZEALAND INSTITUTE FOR PLANT AND
FOOD RESEARCH LIMITED

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

DEED dated 21/9/09

2009

PARTIES

PLANT RESEARCH INTERNATIONAL B.V., a Dutch company of Droevendaalsesteeg 1, 6708 PB Wageningen, the Netherlands ("Assignor")

THE NEW ZEALAND INSTITUTE FOR PLANT AND FOOD RESEARCH LIMITED, of Mt Albert Research Centre, 120 Mt Albert Road, Mt Albert, Auckland, New Zealand (the "Assignee")

INTRODUCTION

- A. The Assignor is the co-owner of the Invention and the Intellectual Property Rights.
- B. The Assignor has agreed to assign, and the Assignee has agreed to accept, such Invention and the Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

"Copyright" means all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works comprising or relating to the Invention as may exist anywhere in the world;

"Invention" means any and all inventions disclosed in the Patent Applications;

"Intellectual Property Rights" means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights and Copyright;

"Patent Applications" means the patent application(s) identified in the Schedule; and

"Patent Rights" means all patent rights in and to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and

- (d) the Patent Applications together with any patent that may be granted pursuant to the Patent Applications and any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

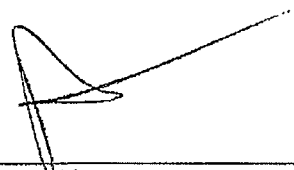
- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assign to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Invention; and
(b) the Intellectual Property Rights.

- 2.2 **Rights of action:** The assignments effected by clause 2.1 will include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this deed.

SIGNED AS A DEED

SIGNED by PLANT RESEARCH
INTERNATIONAL B.V.



Signature of Director

Prof. Dr. R.J. Bino

Name of Director

Signature of Director

Name of Director

SIGNED by THE NEW ZEALAND
INSTITUTE FOR PLANT AND FOOD
RESEARCH LIMITED



Signature

Maurice Jones (CFO)

Name

SCHEDULE
PATENT APPLICATIONS

Country	Application No.	Filing Date	Title
PCT	WO 2005/046330	12 November 2004	Insect Behaviour Modifying Compounds