

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Gary Wright	01/11/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CostaExchange Ltd.
<b>Street Address:</b>	Unit 1 271-279 Robinsons Road
<b>City:</b>	Ravenhall Vic 3023
<b>State/Country:</b>	AUSTRALIA
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12802257
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<b>ATTORNEY DOCKET NUMBER:</b>	0093635-005US0
<b>NAME OF SUBMITTER:</b>	Jean J. Dar
<b>Total Attachments: 3</b> source=GW to Costa 005US0#page1.tif source=GW to Costa 005US0#page2.tif source=GW to Costa 005US0#page3.tif	

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**PATENT**  
**REEL: 027611 FRAME: 0995**

## ASSIGNMENT

**WHEREAS I**, Gary Wright, a citizen of Australia, residing at 115 Wedding Bells Way, Woolgoolga, NSW 2456, Australia, hereinafter referred to as ASSIGNOR, has invented certain new and useful improvements in a "BLUEBERRY PLANT NAMED 'C97-41'," the specification of which was filed on June 1, 2010 and assigned application no. 12/802,257 (the "Application"), and the inventors of which are Gary Wright and Paul Lyrene; and

**WHEREAS**, CostaExchange Ltd., a Corporation, with a principal place of business at Unit 1 271-279 Robinsons Road, Ravenhall Vic 3023, Australia, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

### NOW THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNORS hereby declares and confirms that on the date of the Application he did sell, assign, transfer and set over and hereby does sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in the Application and all provisional applications relating thereto, as well as any improvements made thereto, including any utility (non-provisional) application(s) claiming priority thereto that have been or may hereafter be filed, such filings including divisions, renewals and continuations thereof, and all Letters Patent 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 improvements in any country together with the right to file such applications and the right to claim for the same the priority rights derived from said registration/application under the local patent laws, of the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which maybe granted for said improvements in any country and all extensions, renewals and reissues thereof;

ASSIGNORS also hereby declares and confirms that he did sell, assign, transfer and set over and hereby does sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in any PCT or international application filed for the same invention in, to and under the said improvements in any country or countries foreign to the United States, and all applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority.

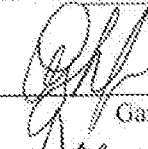
AND ASSIGNORS HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents and other evidence or forms of industrial property protection on registrations/applications as aforesaid, to the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

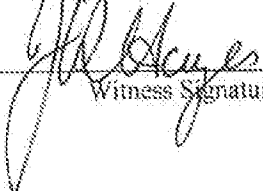
AND ASSIGNORS HEREBY covenants and agrees that he has full right to convey the entire interest herein assigned, and that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

AND ASSIGNORS HEREBY declares that he did sell, assign, transfer, and convey and hereby does sell, assign, transfer and convey unto ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of the assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Letters Patent before or after issuance.

AND ASSIGNORS DOES HEREBY covenant and agree that he will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, all pertinent facts and documents relating to said improvements and to said applications, said invention and said Letters Patent as may be known and accessible to ASSIGNORS, and ASSIGNORS will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for obtain, maintain and enforce said applications, including all divisional, continuing and reissue applications, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof. ASSIGNORS also agrees to make all rightful oaths and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

(1) IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of  
January, 2017

  
\_\_\_\_\_  
Gary Wright

  
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Witness Signature

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