## PATENT ASSIGNMENT

# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DATA				
Na			ame	Execution Date
Andre Brodkorb				04/10/2009
Sinead Doherty				04/10/2009
RECEIVING PARTY DATA				
Name:	TEAGASC - Agriculture and Food Development Authority			
Street Address:	OAK PARK			
City:	Carlow			
State/Country:	IRELAND			
PROPERTY NUMBERS Total: 1				
Property Type		Number		
Application Number: 13264		3264		
CORRESPONDENCE DATA				
Fax Number				
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ATTORNEY DOCKET NUMBER:			1287-P002US1	
NAME OF SUBMITTER:			Simon Fraser	
Total Attachments: 4 source=Assignment P014 ABrodkorb#page1.tif source=Assignment P014 ABrodkorb#page2.tif source=Assignment P014 SDoherty#page1.tif source=Assignment P014 SDoherty#page2.tif				

### TEAGASC ASSIGNMENT DOCUMENT

Title of Invention: Method for producing whey protein micro-beads for microencapsulation of sensitive ingredients

Teagasc Reference: P014 (Microbeads 2009)

This assignment is made the 10<sup>th</sup> day of April 2009 between Andre Brodkorb, a German citizen of 26 Meadowlands, Broomfield Village, Midleton, Co. Cork, and of Moorepark Food Research Centre, Teagasc (called in the remainder of this document the Inventor) and Teagasc.

WHEREAS the Inventor claims to be a true and first Inventor jointly with Sinead Doherty of Moorepark Food Research Centre relating to "Method for producing whey protein micro-beads for microencapsulation of sensitive ingredients" which invention was made in the course of the Inventor's work in a (collaborative) research program in Teagasc funded by Dairy Levy Fund.

AND WHEREAS the inventors, Andre Brodkorb and Sinead Doherty, have agreed that the invention and all the patent rights therein shall be held by Teagasc, this assignment witnesseth that in consideration of  $\in I$ , the receipt of which is hereby acknowledged, and in consideration of a share in all the royalties which accrue net of legal costs to Teagasc from the invention, following payment of the agreed share to any contracted third parties (royalties apportioned between Teagasc and the inventors according to the present Teagasc Policy on Intellectual Property). Of the inventors' share of the royalties, it is hereby agreed that each inventor will receive an equal portion (unless a separate agreement of earnings is in place).

1. The Inventor hereby assigns to Teagasc all his share and interest in the invention, any improvements or modifications to the invention and any know-how relating to it, together with all the rights and interest in the same and all rights and powers to make application for patents in its own name, or jointly with others or in the joint names of Andre Brodkorb and Sinead Doherty and Teagasc or in the name of their nominee in respect of the invention or improvements arising therefrom under the International Convention for the Protection of Industrial Property. The Inventor agrees that Teagasc may assign or license the rights to any third parties of its choice for the purpose of commercialisation of the invention.

2. The Inventor hereby covenants with Teagasc that

- (i) he will (so far as is necessary) permit and enable Teagasc to apply for and take all reasonable steps to assist Teagasc or its nominees or licensees in obtaining the grant of patent or like protection jointly with him and Sinead Doherty in respect of the invention assigned in this document, in any territory as may be required by Teagasc and
- (ii) he will execute and do all documents and things as may be necessary for the purpose of paragraph 2(i) and to vest his share in any relevant inventions and application for patent or know-how in Teagase or its nominee or its assigns absolutely.

PATENT REEL: 027905 FRAME: 0495 3. The Inventor hereby appoints Teagasc as his attorney in his name to execute and do any document act or thing which may be necessary to the grant of patent of like protection in its own name, jointly with others, or in its assignees' names to comply with the provisions of Paragraph 1 and 2 above.

IN WITNESS whereof this assignment has been executed the day and year first printed herein

Signed, sealed and delivered by

1641

Andre Brodkorb

In the presence of:

Witness (Louise Sullium)

**Executed on behalf of Teagase** 

Miriam Walsh, Teagase IP Office

In the presence of :

Su*nal Calculance* Witness

#### TEAGASC ASSIGNMENT DOCUMENT

Title of Invention: Method for producing whey protein micro-beads for microencapsulation of sensitive ingredients

Teagasc Reference: P014 (Microbeads 2009)

This assignment is made the 10<sup>th</sup> day of April 2009 between Sinead Doherty, an Irish citizen of 408-410 Collins Avenue, Whitehall, Dublin 9, Ireland and of Moorepark Food Research Teagasc/University College Cork (called in the remainder of this document the Inventor) and Teagasc.

WHEREAS the Inventor claims to be a true and first Inventor jointly with Andre Brodkorb of Moorepark Food Research Centre relating to "Method for producing whey protein micro-beads for microencapsulation of sensitive ingredients" which invention was made in the course of the Inventor's work in a (collaborative) research program in Teagasc funded by Dairy Levy Fund.

AND WHEREAS the inventors, Andre Brodkorb and Sinead Doherty, have agreed that the invention and all the patent rights therein shall be held by Teagasc, this assignment witnesseth that in consideration of  $\in$ 1, the receipt of which is hereby acknowledged, and in consideration of a share in all the royalties which accrue net of legal costs to Teagasc from the invention, following payment of the agreed share to any contracted third parties (royalties apportioned between Teagasc and the inventors according to the present Teagasc Policy on Intellectual Property). Of the inventors' share of the royalties, it is hereby agreed that each inventor will receive an equal portion (unless a separate agreement of earnings is in place).

1. The Inventor hereby assigns to Teagasc all her share and interest in the invention, any improvements or modifications to the invention and any know-how relating to it, together with all the rights and interest in the same and all rights and powers to make application for patents in its own name, or jointly with others or in the joint names of Andre Brodkorb and Sinead Doherty and Teagasc or in the name of their nominee in respect of the invention or improvements arising therefrom under the International Convention for the Protection of Industrial Property. The Inventor agrees that Teagasc may assign or license the rights to any third parties of its choice for the purpose of commercialisation of the invention.

2. The Inventor hereby covenants with Teagasc that

- (i) she will (so far as is necessary) permit and enable Teagasc to apply for and take all reasonable steps to assist Teagasc or its nominees or licensees in obtaining the grant of patent or like protection jointly with her and Andre Brodkorb in respect of the invention assigned in this document, in any territory as may be required by Teagasc and
- (ii) she will execute and do all documents and things as may be necessary for the purpose of paragraph 2(i) and to vest her share in any relevant inventions and application for patent or know-how in Teagasc or its nominee or its assigns absolutely.

## PATENT REEL: 027905 FRAME: 0497

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3. The Inventor hereby appoints Teagasc as her attorney in her name to execute and do any document act or thing which may be necessary to the grant of patent of like protection in its own name, jointly with others, or in its assignees' names to comply with the provisions of Paragraph 1 and 2 above.

IN WITNESS whereof this assignment has been executed the day and year first printed herein

Signed, sealed and delivered by

Sinead Doherty

In the presence of:

Witness Witness

Executed on behalf of Teagasc

Miriam Walsh, Teagasc IP Office

In the presence of :

Saral Cahalans Witness

**RECORDED: 03/21/2012**