

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Jessica SCALZO</td> <td>06/05/2012</td> </tr> <tr> <td>Narandra PATEL</td> <td>02/08/2012</td> </tr> </tbody> </table>		Name	Execution Date	Jessica SCALZO	06/05/2012	Narandra PATEL	02/08/2012				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>The New Zealand Institute for Plant and Food Research Limited</td> </tr> <tr> <td>Street Address:</td> <td>120 Mt. Albert Road</td> </tr> <tr> <td>Internal Address:</td> <td>Mt. Albert Research Centre, Mt. Albert</td> </tr> <tr> <td>City:</td> <td>Auckland</td> </tr> <tr> <td>State/Country:</td> <td>NEW ZEALAND</td> </tr> </table>		Name:	The New Zealand Institute for Plant and Food Research Limited	Street Address:	120 Mt. Albert Road	Internal Address:	Mt. Albert Research Centre, Mt. Albert	City:	Auckland	State/Country:	NEW ZEALAND
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13507414</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13507414						
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CORRESPONDENCE DATA											
<p>Fax Number: (303)499-8089</p> <p>Phone: 303-499-8080</p> <p>Email: usptomail@greenleesullivan.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Greenlee Sullivan P.C.</p> <p>Address Line 1: 4875 Pearl East Circle</p> <p>Address Line 2: Suite 200</p> <p>Address Line 4: Boulder, COLORADO 80301</p>											
ATTORNEY DOCKET NUMBER:	64-12										
NAME OF SUBMITTER:	Michael Curtis										
<p>Total Attachments: 8</p> <p>source=64-12_executed_assignments#page1.tif</p>											

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JESSICA SCALZO

THE NEW ZEALAND INSTITUTE FOR PLANT AND
FOOD RESEARCH LIMITED

DEED OF ASSIGNMENT

PARTIES

JESSICA SCALZO, a New Zealand resident of 84 Brookvale Road, Havelock North, New Zealand ("Assignor")

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

INTRODUCTION

- A. The Assignor bred, or contributed to the breeding of, the Variety either during the course of employment with, or under a commission from, the Assignee and/or either The Horticulture and Food Research Institute of New Zealand Limited or New Zealand Institute for Crop and Food Research Limited (which merged to become the Assignee).
- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Variety and the Variety Rights.
- C. To the extent that the Assignor owns the Variety or any Variety Rights, the Assignor has agreed to assign, and the Assignee has agreed to accept, the Variety and such Variety Rights subject to the terms and conditions of this deed.

COVENANTS

DEFINITIONS

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

"Variety" means 'Velluto Blue'; and

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

- (a) the right to apply for plant variety rights, plant breeders' rights, plant patents or equivalent protection anywhere in the world;
- (b) the right to be granted and hold any rights arising from any application for protection under (a) above; and

any similar registered or unregistered right anywhere in the world.

ASSIGNMENT

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) and for other good and valuable consideration, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to the Variety and the Variety Rights.

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

EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

Further actions: If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:

apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Variety Rights, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;

vest any such protection referred to in paragraph (a) in the Assignee;

amend, maintain or renew any such protection referred to in paragraph (a);

assist the Assignee to:

enable enforcement of any of the Variety Rights (including obtaining all remedies as may be available for infringement of the Variety Rights);

defeat any challenge to the validity of any of the Variety Rights;

defend any opposition proceedings brought by a third party in respect of the Variety Rights; or

conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Variety Rights; and

otherwise implement and carry out the Assignor's obligations under this deed.

Power of attorney: The Assignor hereby irrevocably appoints the Assignee as the Assignor's attorney with full power to act in the Assignor's name and on the Assignor's behalf in fulfilling any of the matters set out in clause 3.1:

to the extent that the Assignor fails to do any of such matters after being called upon to do so by the Assignee; or

if the Assignee is unable, after making reasonable and proper inquiries, to locate the Assignor to request the fulfilment of such matters.

GENERAL

Waiver: No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

Facsimile counterparts: This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.

Governing law: The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand.

SIGNED AS A DEED

Signed by **JESSICA SCALZO** in the presence of:

Signature

Date

WITNESS

Signature:

Name:

Address:

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

Signature of authorised signatory

Name of authorised signatory

Date

WITNESS

Signature:

Name:

Address:

NARANDRA PATEL

THE NEW ZEALAND INSTITUTE FOR PLANT AND
FOOD RESEARCH LIMITED

DEED OF ASSIGNMENT

PARTIES

NARANDRA PATEL, a New Zealand citizen of State Highway 1, Hamilton, New Zealand ("Assignor")

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

INTRODUCTION

- A. The Assignor bred, or contributed to the breeding of, the Variety either during the course of employment with, or under a commission from, the Assignee and/or either The Horticulture and Food Research Institute of New Zealand Limited or New Zealand Institute for Crop and Food Research Limited (which merged to become the Assignee).
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Governing law: The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand.

SIGNED AS A DEED

Signed by **NARANDRA PATEL** in the presence of:

N Patel
Signature

8/2/12
Date

WITNESS

Signature: [Signature]

Name: Emma Brown

Address: 609 Maitai Street, Hastings

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

[Signature]
Signature of authorised signatory

W. M. Gentry
Name of authorised signatory

25/8/2012
Date

WITNESS

Signature: [Signature]

Name: Emma Brown

Address: 609 Maitai Street, Hastings