

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Zetec Limited	11/18/2011
RECEIVING PARTY DATA	
Name:	Bomac Research Limited
Street Address:	3 Argus Place
City:	Glenfield, Auckland
State/Country:	NEW ZEALAND
Postal Code:	0627
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29423215
CORRESPONDENCE DATA	
Fax Number:	3143457600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-345-7000
Email:	uspatents@senniger.com
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Address Line 4:	St. Louis, MISSOURI 63102
ATTORNEY DOCKET NUMBER:	BAYR 6399 (JHC/DSS)
NAME OF SUBMITTER:	Debra S. Staas
Total Attachments: 8 source=01896968#page1.tif source=01896968#page2.tif source=01896968#page3.tif source=01896968#page4.tif source=01896968#page5.tif source=01896968#page6.tif source=01896968#page7.tif source=01896968#page8.tif	

OP \$40.00 29423215

**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN:**            **Paul Francis Zwaan**

**AND:**                **Zetec Limited**

**AND:**                **Bomac Research Limited**

**DESCRIPTION:**

By this Deed **Paul Francis Zwaan** assigns to **Zetec Limited** which then assigns to **Bomac Research Limited** all their 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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**BETWEEN**

**Paul Francis Zwaan**, of 153 Clifton Terrace, Clifton,  
Christchurch, 8081, New Zealand, Director

("Zwaan")

**AND**

**Zetec Limited**, a New Zealand company (no. 702921) having its  
registered office at 153 Clifton Terrace, Clifton, Christchurch,  
8081

("ZL")

**AND**

**Bomac Research Limited**, a New Zealand company (no.  
986752) having its registered office C/- Bayer New Zealand  
Limited, 3 Argus Place, Glenfield, Auckland, 0627

("BRL")

**ON THE BASIS THAT-**

**1.0 DEFINED TERMS**

**1.1.** *Assignors* means **Zwaan** and **ZL**.

**1.2.** *Copyright* shall mean the property rights which exist in any *Copyright Works*.

**1.3.** *Copyright Works* shall mean:

**1.3-1.** a work of any of the types described in Section 14 of the New Zealand  
Copyright Act 1994; and/or

**1.3-2.** a work in which copyright exists; and

which relates to the *Invention*.

**1.4.** *Design Rights* shall mean the right to apply for a registered design relating to the  
*Invention*, (including in particular a design having features as shown in the  
representations depicted in the First Schedule to this Deed) or equivalent  
protection in any country of the world and to claim priority under international  
convention from any such applications and the rights conferred by such  
registered designs or equivalent protection when granted.

**1.5.** *Intellectual Property Rights* shall mean all intellectual property rights whatsoever  
relating to the *Invention* including without limitation the *Patent Rights*, the *Design  
Rights*, the *Copyright* and the *Technical Information*.

**1.6.** *Invention* shall mean an invention relating to a tip and applicator, as described in  
the statements of invention or draft provisional patent specification (as the case  
may be) set forth in the Second Schedule to this Deed.

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- 1.7. *Patent Rights* shall mean 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.
- 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. **Zwaan** was engaged by **BRL** to provide an industrial design for the *Invention* and designed elements thereof in his capacity as an officer and/or employee of **ZL**.
- 2.2. **Zwaan** acknowledges that, as between **Zwaan** and **ZL**, **ZL** is or should be the owner of the *Invention* and the *Intellectual Property Rights* as a result of their relationship, and agrees to assign same to **ZL** on the terms described below.
- 2.3. Likewise **ZL** acknowledges that, as between **ZL** and **BRL**, **BRL** is or should be the owner of *Invention* and the *Intellectual Property Rights* and agrees to assign the same to **BRL** on the terms described below.

### BY THIS DEED THE PARTIES AGREE –

### 3.0 THE ASSIGNMENT

- 3.1. **Zwaan** hereby assigns all his right, title and interest in and to the *Invention* and *Intellectual Property Rights* to **ZL**, effective from the date this Deed is fully executed by **Zwaan** and **ZL**.
- 3.2. **ZL** hereby assigns all its right, title and interest in and to the *Invention* and *Intellectual Property Rights* to **BRL**, effective from the date this Deed is fully executed by **ZL** and **BRL**.

### 4.0 CONSIDERATION

- 4.1. In consideration for the assignment detailed in clause 3.1, **ZL** will pay to **Zwaan** upon execution of this Deed the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by **Zwaan**.
- 4.2. In consideration for the assignment detailed in clause 3.2, **BRL** will pay to **ZL** upon execution of this Deed the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by **ZL**.

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### 5.0 ASSIGNORS' OBLIGATIONS

- 5.1. The *Assignors* undertake to (at **BRL's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by **BRL** for vesting absolutely all their right, title and interest in and to the *Intellectual Property Rights* in favour of **BRL**, and for conferring on **BRL** the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.
- 5.2. **Zwaan** shall forthwith disclose to **BRL** all improvements in, modifications of or additions to the *Invention* devised or created by **Zwaan** while in the employ of and/or under commission for money or money's worth from **ZL** or **BRL**, and the intellectual property in all such improvements, modifications or additions will be owned by **BRL**.
- 5.2-1. **Zwaan** shall assign to **BRL** upon request all intellectual property rights relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while in the employ of and/or under a commission for money or money's worth from **ZL** or **BRL**.
- 5.3. **Zwaan** hereby waives his moral rights in relation to the *Copyright*.
- 5.4. At the request of **BRL**, **Zwaan** and **ZL** shall at **BRL's** expense execute all documents and do all acts necessary or convenient to enable **BRL** to:
- 5.4-1. make, prosecute or register in **BRL's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
- 5.4-2. 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 **BRL's** ability to exploit the *Intellectual Property Rights*;
- 5.4-3. 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*;
- 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. **Zwaan** shall, at the request of **BRL**, and to the extent outstanding, furnish **BRL** 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*.
- 5.6. **Zwaan** and **ZL** shall each treat as confidential all information relating to the *Invention* and/or the *Intellectual Property Rights* and shall not use, disclose or

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publish same without the express prior written consent of **BRL**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of **Zwaan** or **ZL** (as the case may be). **Zwaan** and **ZL** shall seek prior clearance from **BRL** in any case of uncertainty.

### 6.0 ASSIGNORS' WARRANTIES

- 6.1. The *Assignors* each warrant that to the best of their knowledge there are no encumbrances or other matters affecting their respective capacity to assign the *Invention* and the *Intellectual Property Rights* such that **BRL** will take good title free of any encumbrances or interests whatsoever.
- 6.2. **Zwaan** warrants that any the *Copyright Works* authored by him are his original work and are not copied in whole or in part from any other work.

### 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.

### 8.0 CONSENT TO ASSIGNMENT

- 8.1. The **Zwaan** and **ZL** each consent to any other persons having rights in or to the *Invention* and/or the *Intellectual Property Rights* assigning the same to **BRL**.

Executed as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 2011 by  
**Paul Francis Zwaan**

Signature

Witnessed by:

ELENA ZWAAN  
Name  
Signature  
P. A.  
Occupation  
CHRISTCHURCH  
Place of residence

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Executed as a Deed this \_\_\_\_\_ day of \_\_\_\_\_  
of Zetec Limited by its duly authorised officers\*

2011 for and on behalf

PAUL ZWAAN  
Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Position \_\_\_\_\_

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Position \_\_\_\_\_

Witnessed by:

ELONA ZWAAN  
Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Occupation P.A.  
Place of residence CHATELAIN VILLAGE

Executed as a Deed this 18 day of November 2011 for and on behalf  
of Bomac Research Limited by its duly authorised officers\*

WAYNE LEECH  
Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Position HEAD OF CID

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Position \_\_\_\_\_

Witnessed by:

Dee Nicholls  
Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Occupation IP Manager  
Place of residence Auckland

\* This Deed must be signed by:

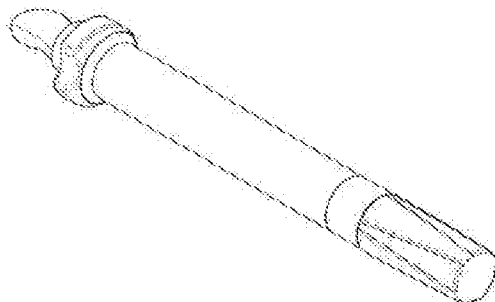
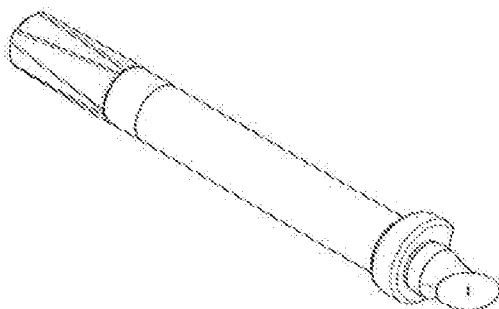
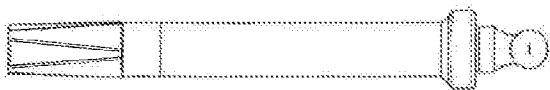
- a) Two or more directors of the company; or
- b) (If the company has only one director), a single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

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## FIRST SCHEDULE

*Design Rights (clause 1.4)*





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## SECOND SCHEDULE

### *Invention (clause 1.6):*

According to one aspect of the present invention there is provided a fluid applicator, the applicator including  
a body, and  
a reservoir for a fluid, and  
a plunger, wherein the plunger includes a shaft, and wherein the plunger is configured to travel through the reservoir, and  
an actuator for the plunger, and  
a resilient nozzle  
the fluid applicator characterized in that the actuator is configured to rotate the shaft of the plunger such that the plunger travels through the reservoir.

According to one aspect of the present invention, there is provided an operating mechanism for a fluid applicator, wherein the fluid applicator includes a body, a reservoir for a fluid, and a nozzle,  
the operating mechanism including  
a plunger configured to travel through the reservoir, wherein the plunger includes a shaft, and  
an actuator for the plunger,  
the operating mechanism characterized in that the actuator is configured to rotate the shaft of the plunger such that the plunger travels through the reservoir.

According to another aspect of the present invention, there is a method of applying fluid to a surface using a fluid applicator, wherein the fluid applicator includes a body, and a reservoir for a fluid, and a plunger, wherein the plunger includes a shaft, and wherein the plunger is configured to travel through the reservoir, and an actuator for the plunger, and a resilient nozzle, wherein the actuator is configured to rotate the shaft of the plunger such that the plunger travels through the reservoir,  
the method characterized by the steps of:

- a) placing the nozzle proximate to the surface onto which fluid is to be applied;  
and
- b) rotating the actuator until the desired amount of fluid exits the nozzle.

According to yet another aspect of the present invention, there is provided a nozzle for a fluid applicator, wherein the fluid applicator includes a body, and a reservoir for a fluid, and a plunger, wherein the plunger includes a shaft, and wherein the plunger is configured to travel through the reservoir, and an actuator for the plunger, wherein the actuator is configured to rotate the shaft of the plunger such that the plunger travels through the reservoir,  
the nozzle including  
an angled nozzle face, and  
a slit in the nozzle face,  
characterised in that the nozzle is fabricated from thermoplastic rubber.