# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Patricia Croft	05/26/2009

# **RECEIVING PARTY DATA**

Name:	Plant Bioscience Limited	
Street Address:	Norwich Research Park, Colney Lane	
City:	Norwich, Norfolk	
State/Country:	UNITED KINGDOM	
Postal Code:	NR4 7UH	

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13349080

#### **CORRESPONDENCE DATA**

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NAME OF SUBMITTER:	Tambryn K. VanHeyningen	
Signature: /Tambryn K. VanHeyningen/		
Date:	06/03/2013	

Total Attachments: 5

PATENT REEL: 030530 FRAME: 0811 :H \$40.00 1334

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# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

#### 1 PATRICIA CROFT

of STOCKBRIDGE TECHNOLOGY CENTRE LIMITED, Stockbridge House, Cawood, Selby, North Yorkshire, YO8 3TZ, United Kingdom (hereinafter referred to as "the Inventor")

#### 2 STOCKBRIDGE TECHNOLOGY CENTRE LIMITED

of Stockbridge House, Cawood, Selby, North Yorkshire, YO8 3TZ, United Kingdom (hereinafter referred to as "Stockbridge")

#### 3 UNIVERSITY OF LANCASTER

of University House, Lancaster, LA1 4YW, United Kingdom (hereinafter referred to as "the University")

#### 4 LANCASTER UNIVERSITY BUSINESS ENTERPRISES LIMITED

of University House, Bailrigg, Lancaster, LA1 4YW, United Kingdom (hereinafter referred to as "LUBEL")

#### 5 PLANT BIOSCIENCE LIMITED

of Norwich Research Park, Colney Lane, Norwich, Norfolk NR4 7UH, United Kingdom (hereinafter referred to as "PBL")

#### Recitals:

- (A) The Inventor is the joint Inventor with others of the invention or inventions entitled Improvements in and Relating to Plant Protection ("the Invention") for which International PCT Application No. PCT/GB2007/002611 ("the PCT Application") was filed on 12 July 2007
- (B) The PCT Application claims priority from United Kingdom Application No. GB 0613901.8 ("the Priority Application") filed 13 July 2006
- (C) The Inventor's contribution to the Invention was made by the Inventor in the course of her employment with Stockbridge
- **(D)** By a provisional agreement dated 16 September 2004 and amended by a further agreement made 16 August 2006 Stockbridge agreed to give up any claim in the Invention to the University in consideration of a specified share of any revenues received from commercial exploitation of the Invention

- (E) By agreements made 21 July 2006 and 17 September 2007 the University agreed to assign all of its rights in the Invention to LUBEL, and LUBEL further agreed to assign all of its rights in the Invention to PBL
- (F) the Inventor, Stockbridge, the University and LUBEL have agreed to execute this Assignment to confirm and ensure that as between themselves and PBL all of their respective rights title and interest in to and under the Invention the Priority Application the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto shall belong to PBL
- (G) The terms "the Priority Application" and "the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto" together include, but are not limited to, the Patent Applications set out in the Schedule hereto

#### Operative provisions:

For £1.00 and other valuable consideration as set forth in the agreements mentioned above, and subject to the terms and conditions thereof:

- 1 The Inventor hereby sells and assigns to Stockbridge which accepts, and Stockbridge further sells and assigns to the University which accepts, and the University further sells and assigns to LUBEL which accepts, and LUBEL further sells and assigns to PBL which accepts with effect from immediately prior to the filing of the PCT Application:
- 1.1 all their respective rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention the Priority Application and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;
- 1.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in PBL or its successors or assigns;

1.3 all such rights as they may have to claim priority from the Priority Application in any and all applications for patent protection for the Invention, such rights to be enjoyed by PBL with effect from the date of filing of the Priority Application;

to the intent that PBL shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by Inventor, Stockbridge, the University and LUBEL had this assignment not been made.

- The Inventor, Stockbridge, the University and LUBEL hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in any countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the any Patent Office for recordation of this document. It is understood and agreed that PBL's attorneys Mewburn Ellis LLP have represented only PBL and will continue to represent only PBL with respect to this invention.
- The Inventor, Stockbridge, the University and LUBEL hereby UNDERTAKE that at the request and cost of PBL or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in PBL or its successors or assigns of all rights title and interest assigned to PBL hereunder and to confirm the title of PBL or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.
- 4 The Inventor, Stockbridge, the University and LUBEL hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of PBL or its successors or assigns in accordance with this assignment.
- This assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the inventor, Stockbridge, the University and LUBEL and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of PBL.

IN WITNESS WHEREOF the parties hereto have executed this assignment and undertaking

SCHEDULE
The Patent Applications

COUNTRY	Mewburn Ellis LLP COVER NO.	APPLN No.
GB	N/A	0613901.8
PCT	SMK/LP6532204	PCT/GB2007/002611
EP	SMK/LP6602775	07789018.4
US	SMK/LP6602783	12/373646
jР	SMK/LP6606081	
CA	SMK/LP6602791	
AU	SMK/LP6602809	2007274083
NZ	SMK/LP6606073	574108
BR ·	SMK/LP6602817	
MX	SMK/LP6606065	MX/A/2009/000421
KR	SMK/LP6606099	10-2009-7001978
AR	SMK/LP6608640	P-090100104

SIGNED by PATRICIA CROFT	
on:26151.09	) Signature:
in the presence of: (Witness)	)
Signature: A Mana	
Name: mes and scare	
Address: STORESE TECHNOLOGY C	the take
caused Searn you stre	
SIGNED for and on behalf of	)
STOCKBRIDGE TECHNOLOGY	)
CENTRE LIMITED	
on: 24 5 34	) Signature:
in the presence of: (Witness)	) Name: Grandom Oard
Signature: C K	Position:
Name: mee and some	
Address: STOCKARDGE TECHNOLOGY CO	2 mg mg/s
CAW0657 Senson 408 372	
SIGNED for and on behalf of	)
UNIVERSITY OF LANCASTER	)
on: 26. June 09	) Signature: MMJ &
in the presence of: (Witness)	) Name: M/d/c
Signature:	Position: Centract Manager
Name: Georgia Kospos	Certification of the second
Address: LANCASTER UNIVERSI	M LAI LYT

SIGNED for and on behalf of

LANCASTER UNIVERSITY BUSINESS

**ENT**ERPRISE LIMITED

on: 26 June 2009.

in the presence of: (Witness)

Signature:

Name: G. SMITH

Bowland Tomes South Address:

) Signature:

Position:

) Name:

) Signature

Position:

) Name:

SIGNED for and on behalf of

PLANT BIOSCIENCE LIMITED

on: 21 JULY 2009

in the presence of: Signature: 1000

Name: REBECCA MCINTOSH

Address: MELTON BECK, BALYBURGH ROAD, GREAT MELTON, NORWICH NR9 3PE

**PATENT** REEL: 030530 FRAME: 0817

**RECORDED: 06/03/2013**