

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2706703

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>SATHISH PUTHIGAE</td> <td>02/08/2013</td> </tr> <tr> <td>JONATHAN ROBERT PHILLIPS</td> <td>02/07/2013</td> </tr> <tr> <td>NIMALI PIYUSHIKA WITHANA</td> <td>04/20/2013</td> </tr> <tr> <td>CLAUDIA JEANNETTE SMITH-ESPINOZA</td> <td>02/07/2013</td> </tr> <tr> <td>CATHERINE JANE BRYANT</td> <td>02/12/2013</td> </tr> <tr> <td>SHIVENDRA BAJAJ</td> <td>03/29/2013</td> </tr> <tr> <td>KERRY ROBERT TEMPLETON</td> <td>02/12/2013</td> </tr> </tbody> </table>		Name	Execution Date	SATHISH PUTHIGAE	02/08/2013	JONATHAN ROBERT PHILLIPS	02/07/2013	NIMALI PIYUSHIKA WITHANA	04/20/2013	CLAUDIA JEANNETTE SMITH-ESPINOZA	02/07/2013	CATHERINE JANE BRYANT	02/12/2013	SHIVENDRA BAJAJ	03/29/2013	KERRY ROBERT TEMPLETON	02/12/2013
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KERRY ROBERT TEMPLETON	02/12/2013																
RECEIVING PARTY DATA																	
Name:	VIALACTIA BIOSCIENCES (NZ) LIMITED																
Street Address:	LEVEL 1, UNYSIS BUILDING																
Internal Address:	650 GREAT SOUTH ROAD, PENROSE																
City:	AUCKLAND																
State/Country:	NEW ZEALAND																
Postal Code:	1051																
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>12935952</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12935952												
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Application Number:	12935952																
CORRESPONDENCE DATA																	
Fax Number:	(720)931-3001																
Phone:	720-931-3000																
Email:	boulderip@lathropgage.com, twilson@lathropgage.com																
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>																	
Correspondent Name:	LATHROP GAGE LLP																
Address Line 1:	4845 PEARL EAST CIRCLE																
Address Line 2:	SUITE 201																
Address Line 4:	BOULDER, COLORADO 80301																

ATTORNEY DOCKET NUMBER:	107-10 (534791)
NAME OF SUBMITTER:	MICHAEL CURTIS
Signature:	/michaelcurtis/
Date:	01/30/2014

Total Attachments: 30

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SATHISH PUTHIGAE
JONATHAN ROBERT PHILLIPS
NIMALI PIYUSHIKA WITHANA
CLAUDIA JEANNETTE SMITH-ESPINOZA
CATHERINE JANE BRYANT
SHIVENDRA BAJAJ
KERRY ROBERT TEMPLETON

VIALACTIA BIOSCIENCES (NZ) LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PATENT
REEL: 032098 FRAME: 0511

PARTIES

SATHISH PUTHIGAE, an Indian citizen of 63 Cranbrook Place, Glendowie, Auckland 1071, New Zealand ("First Assignor")

JONATHAN ROBERT PHILLIPS, a British citizen of 626 Sunbridge Drive, Chesterfield, Missouri 63017, United States of America ("Second Assignor")

NIMALI PIYUSHIKA WITHANA, a New Zealand citizen of 23/25 Barkly Street, Carlton, Victoria 3053, Australia ("Third Assignor")

CLAUDIA JEANNETTE SMITH-ESPINOZA, a Mexican citizen of Rue Konkel 182, Woluwe St Lambert, Brussels, B-1200 Belgium ("Fourth Assignor")

CATHERINE JANE BRYANT, a New Zealand citizen of 19 Aronia Way, Totara Heights, Manukau, Auckland 2105, New Zealand ("Fourth Assignor")

SHIVENDRA BAJAJ, a New Zealand citizen of 25 Sample road, Albany, Auckland, New Zealand ("Sixth Assignor")

KERRY ROBERT TEMPLETON, a New Zealand citizen of 48 Euston Road, Sandringham, Auckland ("Seventh Assignor")

VIALACTIA BIOSCIENCES (NZ) LIMITED, a New Zealand registered company whose registered office is located at **Level 1, Unysis Building, 650 Great South Road, Penrose, Auckland 1051, New Zealand** ("Assignee")

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention, either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. Each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

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

"Assignors" means the First, Second, Third, Fourth, Fifth, Sixth and Seventh Assignor;

"Copyright" means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights, comprising or relating to the Invention as may exist anywhere in the world;

"Design Rights" means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

"Intellectual Property Rights" means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

"Invention" means any and all inventions the subject of the Patent Application;

"Know-How" means any information, knowledge, experience, data and designs in the possession of either of the Assignors of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

"Patent Application" means the patent application identified in the Schedule; and

"Patent Rights" means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (e) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (f) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (g) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (h) the Patent Application together with:
 - (i) any patent that may be granted pursuant to the Patent Application; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, each of the Assignors hereby assigns to the Assignee absolutely all of their rights, title and interest in and to:

- (a) the Invention;
- (b) the Intellectual Property Rights; and
- (c) the Know-How and the full, unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:

- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property 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; and
- (b) all rights of ownership of any materials that form part of the Know-How.

2.3 **Moral rights:** The Assignors waive all of their moral rights arising from the Invention throughout the world, to the extent that they may lawfully do so.

3. KNOW-HOW

3.1 **Provision of Know-How:** Each of the Assignors will, at the request of the Assignee and to the extent outstanding:

- (a) disclose to the Assignee in writing all Know-How known to them;
- (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
- (c) where possible, provide all original versions of the Invention and any materials that form part of the Know-How.

3.2 **Confidentiality:**

- (a) The Assignors agree to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
- (b) Following the execution of this deed, the Assignors will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
- (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignors. If either of the Assignors becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, such of the Assignors will promptly advise the Assignee of such matter.

4. IMPROVEMENTS

4.1 **Disclosure:** Following the date of this deed, each of the Assignors, while employed by the Assignee or under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:

- (a) the Invention;

- (b) any original artistic, literary or other works relating to the Invention; and
- (c) any designs to be applied to the articles of or relating to the Invention, devised, created, designed, contributed to or acquired by them ("Improvements").

4.2 Ownership of Improvements:

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements. To the extent that any Improvements and such intellectual property rights do not on their creation vest in the Assignee but vest in one or more of the Assignors, such Assignors will hold such Improvements and intellectual property rights on trust for the Assignee.
- (b) The Assignors to whom paragraph (a) above applies will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
 - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in such Improvements; or
 - (ii) file a protective application for such Improvements and intellectual property rights and/or defend such protective application.

5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

5.1 Further actions: If requested by the Assignee, each of the Assignors 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:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property 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;
- (b) vest any such protection referred to in paragraph (a) in the Assignee;
- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
 - (iv) 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 Intellectual Property Rights; and

(e) otherwise implement and carry out their obligations under this deed.

5.2 **Power of attorney:** Each of the Assignors hereby irrevocably appoints the Assignee as their attorney with full power to act in their name and on their behalf in fulfilling any of the matters set out in clause 5.1:

(a) to the extent that such of the Assignors fails to do any of such matters after being called upon to do so by the Assignee; or

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

6. GENERAL

6.1 **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.

6.2 **Facsimile counterparts:**

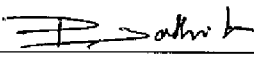
(a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.

(b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.


6.3 **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. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by **SATHISH PUTHIGAE** in the presence of:


Signature _____
Date 08. February 2013

WITNESS

Signature: 
Name: DARRYN PEGRAM
Address: AUCKLAND
Occupation: PROGRAMME MANAGER

SIGNED by **JONATHAN ROBERT PHILLIPS** in the presence of:

Signature _____
Date _____

WITNESS

Signature: _____
Name: _____
Address: _____
Occupation: _____

SIGNED by **NIMALI PIYUSHIKA WITHANA** in the presence of:

Signature _____
Date _____

WITNESS

Signature: _____
Name: _____
Address: _____
Occupation: _____

SIGNED by **CLAUDIA JEANNETTE SMITH-ESPINOZA** in the presence of:

Signature _____
Date _____

WITNESS

Signature: _____
Name: _____
Address: _____
Occupation: _____

SIGNED by **CATHERINE JANE BRYANT** in the presence of:


Signature

12-2-2013
Date

WITNESS

Signature: 

Name: STEVEN ZACHARY WANLEY

Address: AUCKLAND

Occupation: PROGRAMME MANAGER

SIGNED by **SHIVENDRA BAJAJ** in the presence of:

Signature

Date

WITNESS


Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by **KERRY ROBERT TEMPLETON** in the presence of:


Signature

12-2-2013
Date

WITNESS

Signature: 

Name: LISA HO

Address: Auckland

Occupation: IP & contract Manager

**SIGNED by VIALACTIA BIOSCIENCES
(NZ) LIMITED by:**


Signature of Authorised Signatory

STEVEN ZACHARY HANLEY
Name of Authorised Signatory

13/5/13
Date

WITNESS

Signature: 

Name: LISA HO

Address: 6 Nordon Place, Remuera, Auckland

Occupation: IP + contract manager

SCHEDULE
PATENT APPLICATION

Country	Application No.	Title	Date Filed
USA	12/935952	GENE EXPRESSION CONTROL IN PLANTS	1 OCT 2010
Australia	2009232502	GENE EXPRESSION CONTROL IN PLANTS	27 AUG 2010
New Zealand	587653	GENE EXPRESSION CONTROL IN PLANTS	27 AUG 2010
Malaysia	PI 201.0004523	GENE EXPRESSION CONTROL IN PLANTS	28 SEPT 2010

SATHISH PUTHIGAE

JONATHAN ROBERT PHILLIPS

NIMALI PIYUSHIKA WITHANA

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- C. Each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

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"Design Rights" means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

"Intellectual Property Rights" means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

"Invention" means any and all inventions the subject of the Patent Application;

"Know-How" means any information, knowledge, experience, data and designs in the possession of either of the Assignors of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

"Patent Application" means the patent application identified in the Schedule; and

"Patent Rights" means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (e) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (f) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (g) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (h) the Patent Application together with:
 - (i) any patent that may be granted pursuant to the Patent Application; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, each of the Assignors hereby assigns to the Assignee absolutely all of their rights, title and interest in and to:

- (a) the Invention;
 - (b) the Intellectual Property Rights; and
 - (c) the Know-How and the full, unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).
- 2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:
- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property 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; and
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- 2.3 **Moral rights:** The Assignors waive all of their moral rights arising from the Invention throughout the world, to the extent that they may lawfully do so.

3. **KNOW-HOW**

- 3.1 **Provision of Know-How:** Each of the Assignors will, at the request of the Assignee and to the extent outstanding:
- (a) disclose to the Assignee in writing all Know-How known to them;
 - (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
 - (c) where possible, provide all original versions of the Invention and any materials that form part of the Know-How.
- 3.2 **Confidentiality:**
- (a) The Assignors agree to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
 - (b) Following the execution of this deed, the Assignors will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
 - (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignors. If either of the Assignors becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, such of the Assignors will promptly advise the Assignee of such matter.

4. **IMPROVEMENTS**

- 4.1 **Disclosure:** Following the date of this deed, each of the Assignors, while employed by the Assignee or under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:
- (a) the Invention;

- (b) any original artistic, literary or other works relating to the Invention; and
- (c) any designs to be applied to the articles of or relating to the Invention, devised, created, designed, contributed to or acquired by them ("Improvements").

4.2 Ownership of Improvements:

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements. To the extent that any Improvements and such intellectual property rights do not on their creation vest in the Assignee but vest in one or more of the Assignors, such Assignors will hold such Improvements and intellectual property rights on trust for the Assignee.
- (b) The Assignors to whom paragraph (a) above applies will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
 - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in such Improvements; or
 - (ii) file a protective application for such Improvements and intellectual property rights and/or defend such protective application.

5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

5.1 Further actions: If requested by the Assignee, each of the Assignors 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:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property 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;
- (b) vest any such protection referred to in paragraph (a) in the Assignee;
- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
 - (iv) 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 Intellectual Property Rights; and

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5.2 **Power of attorney:** Each of the Assignors hereby irrevocably appoints the Assignee as their attorney with full power to act in their name and on their behalf in fulfilling any of the matters set out in clause 5.1:

- (a) to the extent that such of the Assignors fails to do any of such matters after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate such of the Assignors to request the fulfilment of such matters.

6. GENERAL

6.1 **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.

6.2 **Facsimile counterparts:**

- (a) 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.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

6.3 **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. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by **SATHISH PUTHIGAE** in the presence of:

Signature

Date

WITNESS

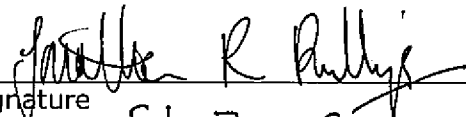
Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by **JONATHAN ROBERT PHILLIPS** in the presence of:

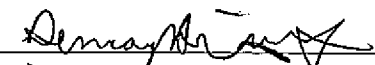


Signature

Feb 7, 2013

Date

WITNESS

Signature: 

Name: Denise J. Bouvrette

Address: 800 N. Lindbergh Blvd.

Occupation: Regulatory Pipeline Manager

SIGNED by **NIMALI PIYUSHIKA WITHANA** in the presence of:

Signature

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by **CLAUDIA JEANNETTE SMITH-ESPINOZA** in the presence of:



Signature

Feb. 7, 2013

Date

WITNESS

Signature: 

Name: Denise J. Bouvrette

Address: 800 N. Lindbergh Blvd.

Occupation: Regulatory Pipeline Manager

SIGNED by **CATHERINE JANE BRYANT** in the presence of:

Signature

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by **SHIVENDRA BAJAJ** in the presence of:

Shivendra Bajaj

Signature

March 29th, 2013

Date

WITNESS

Signature: Veena Nathan

Name: VEENA NATHAN

Address: C-206, Patel Golf Links, opp main enclave, Yapral, Secunderabad

Occupation: scientific affairs associate INDIA

SIGNED by **KERRY ROBERT TEMPLETON** in the presence of:

Signature

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

**SIGNED by VIALACTIA BIOSCIENCES
(NZ) LIMITED by:**

Signature of Authorised Signatory

Name of Authorised Signatory

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SCHEDULE
PATENT APPLICATION

Country	Application No.	Title	Date Filed
USA	12/935952	GENE EXPRESSION CONTROL IN PLANTS	1 OCT 2010
Australia	2009232502	GENE EXPRESSION CONTROL IN PLANTS	27 AUG 2010
New Zealand	587653	GENE EXPRESSION CONTROL IN PLANTS	27 AUG 2010
Malaysia	PI 2010004523	GENE EXPRESSION CONTROL IN PLANTS	28 SEPT 2010

SATHISH PUTHIGAE

JONATHAN ROBERT PHILLIPS

NIMALI PIYUSHIKA WITHANA

CLAUDIA JEANNETTE SMITH-ESPINOZA

CATHERINE JANE BRYANT

SHIVENDRA BAJAJ

KERRY ROBERT TEMPLETON

VIALACTIA BIOSCIENCES (NZ) LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

SATHISH PUTHIGAE, an Indian citizen of 63 Cranbrook Place, Glendowie, Auckland 1071, New Zealand ("First Assignor")

JONATHAN ROBERT PHILLIPS, a British citizen of 626 Sunbridge Drive, Chesterfield, Missouri 63017, United States of America ("Second Assignor")

NIMALI PIYUSHIKA WITHANA, a New Zealand citizen of 23/25 Barkly Street, Carlton, Victoria 3053, Australia ("Third Assignor")

CLAUDIA JEANNETTE SMITH-ESPINOZA, a Mexican citizen of Rue Konkel 182, Woluwe St Lambert, Brussels, B-1200 Belgium ("Fourth Assignor")

CATHERINE JANE BRYANT, a New Zealand citizen of 19 Aronia Way, Totara Heights, Manukau, Auckland 2105, New Zealand ("Fourth Assignor")

SHIVENDRA BAJAJ, a New Zealand citizen of 25 Sample road, Albany, Auckland, New Zealand ("Sixth Assignor")

KERRY ROBERT TEMPLETON, a New Zealand citizen of 48 Euston Road, Sandringham, Auckland ("Seventh Assignor")

VIALACTIA BIOSCIENCES (NZ) LIMITED, a New Zealand registered company whose registered office is located at **Level 1, Unysis Building, 650 Great South Road, Penrose, Auckland 1051, New Zealand** ("Assignee")

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention, either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. Each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

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

"Assignors" means the First, Second, Third, Fourth, Fifth, Sixth and Seventh Assignor;

"Copyright" means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights, comprising or relating to the Invention as may exist anywhere in the world;

"Design Rights" means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

"Intellectual Property Rights" means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

"Invention" means any and all inventions the subject of the Patent Application;

"Know-How" means any information, knowledge, experience, data and designs in the possession of either of the Assignors of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

"Patent Application" means the patent application identified in the Schedule; and

"Patent Rights" means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (e) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (f) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (g) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (h) the Patent Application together with:
 - (i) any patent that may be granted pursuant to the Patent Application; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, each of the Assignors hereby assigns to the Assignee absolutely all of their rights, title and interest in and to:

- (a) the Invention;
 - (b) the Intellectual Property Rights; and
 - (c) the Know-How and the full, unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).
- 2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:
- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property 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; and
 - (b) all rights of ownership of any materials that form part of the Know-How.
- 2.3 **Moral rights:** The Assignors waive all of their moral rights arising from the Invention throughout the world, to the extent that they may lawfully do so.

3. KNOW-HOW

- 3.1 **Provision of Know-How:** Each of the Assignors will, at the request of the Assignee and to the extent outstanding:
- (a) disclose to the Assignee in writing all Know-How known to them;
 - (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
 - (c) where possible, provide all original versions of the Invention and any materials that form part of the Know-How.
- 3.2 **Confidentiality:**
- (a) The Assignors agree to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
 - (b) Following the execution of this deed, the Assignors will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.
 - (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignors. If either of the Assignors becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, such of the Assignors will promptly advise the Assignee of such matter.

4. IMPROVEMENTS

- 4.1 **Disclosure:** Following the date of this deed, each of the Assignors, while employed by the Assignee or under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:
- (a) the Invention;

- (b) any original artistic, literary or other works relating to the Invention; and
- (c) any designs to be applied to the articles of or relating to the Invention, devised, created, designed, contributed to or acquired by them ("Improvements").

4.2 Ownership of Improvements:

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements. To the extent that any Improvements and such intellectual property rights do not on their creation vest in the Assignee but vest in one or more of the Assignors, such Assignors will hold such Improvements and intellectual property rights on trust for the Assignee.
- (b) The Assignors to whom paragraph (a) above applies will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
 - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in such Improvements; or
 - (ii) file a protective application for such Improvements and intellectual property rights and/or defend such protective application.

5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

5.1 Further actions: If requested by the Assignee, each of the Assignors 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:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property 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;
- (b) vest any such protection referred to in paragraph (a) in the Assignee;
- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
 - (iv) 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 Intellectual Property Rights; and

(e) otherwise implement and carry out their obligations under this deed.

5.2 **Power of attorney:** Each of the Assignors hereby irrevocably appoints the Assignee as their attorney with full power to act in their name and on their behalf in fulfilling any of the matters set out in clause 5.1:

- (a) to the extent that such of the Assignors fails to do any of such matters after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate such of the Assignors to request the fulfilment of such matters.

6. GENERAL

6.1 **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.

6.2 **Facsimile counterparts:**

- (a) 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.
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SIGNED AS A DEED

SIGNED by **SATHISH PUTHIGAE** in the presence of:

Signature

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by **JONATHAN ROBERT PHILLIPS** in the presence of:

Signature

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by **NIMALI PIYUSHIKA WITHANA** in the presence of:

np

Signature

Date *20th April 2013*

WITNESS

Signature: *Kristina O. Bender*

Name: *KRISTINA ORESIC BENDER*

Address: *300 PASTEUR DRIVE, PATHOLOGY DEPT.*

Occupation: *POSTDOCTORAL SCHOLAR*

SIGNED by **CLAUDIA JEANNETTE SMITH-ESPINOZA** in the presence of:

Signature

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by **CATHERINE JANE BRYANT** in
the presence of:

Signature

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by **SHIVENDRA BAJAJ** in the
presence of:

Signature

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by **KERRY ROBERT TEMPLETON**
in the presence of:

Signature

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

**SIGNED by VIALACTIA BIOSCIENCES
(NZ) LIMITED by:**

Signature of Authorised Signatory

Name of Authorised Signatory

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SCHEDULE
PATENT APPLICATION

Country	Application No.	Title	Date Filed
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