PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3231197

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
PAUL ADRIAN CARVER	06/10/2013
DEAN WILLIAM TIESSEN	06/10/2013

RECEIVING PARTY DATA

Name:	NEW ENERGY FARMS LIMITED	
Street Address:	ERIE STREET NORTH	
City:	LEAMINGTON, ONTARIO	
State/Country:	CANADA	
Postal Code:	N8H 3A5	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14407885

CORRESPONDENCE DATA

Fax Number: (312)577-7007

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-7000

Email: jtorres@fitcheven.com

Correspondent Name: FITCH, EVEN, TABIN & FLANNERY LLP

Address Line 1: 120 SOUTH LASALLE STREET

Address Line 2: SUITE 1600

Address Line 4: CHICAGO, ILLINOIS 60603-3406

ATTORNEY DOCKET NUMBER:	20265-134173-US	
NAME OF SUBMITTER: CALISTA J. MITCHELL		
SIGNATURE:	/Calista J. Mitchell/	
DATE SIGNED:	02/18/2015	

Total Attachments: 6

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ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

Parties:

1 'The Assignor'

Paul Adrian Carver

2 'The Assignee'

New Energy Farms Ltd

Erie Street North Leamington Ontario Canada N8H 3A5

Recitals:

- (A) The Assignor is the inventor or a joint inventor of the invention or inventions entitled Plant Propagation which is described in the draft patent specification annexed hereto ("the Invention") and for which the patent application(s) set out in the Schedule hereto have been filed ("the Patent Application(s)")
- (B) The Assignee intends to file an international PCT application for the Invention ("the PCT Application") and a patent application in the United Kingdom ("the GB Application")
- (C) The Assignor has agreed to assign to the Assignee for the consideration hereinafter mentioned all his or her rights title and interest in to and under the Invention, the Patent Application(s), the PCT Application and the GB Application

Operative provisions:

In consideration for the payment of £1.00 by the Assignee to the Assignor the receipt and sufficiency of which are hereby acknowledged by the Assignor:

- 1 The Assignor hereby sells and assigns to the Assignee absolutely and free from incumbrances:
- 1.1 all his or her rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention and the Patent Application(s) and the PCT Application and the GB Application and all national and regional phases thereof 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 reissues, 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 he or she 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 the Assignee or its successors or assigns;

1.3 all such rights as he or she may have to claim priority from any and all of the Patent Application(s) in any and all applications for patent protection for the Invention, such right to be enjoyed by the Assignee as from the date of filing of any of the Patent Application(s) from which priority is claimed;

to the intent that the Assignee 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 the Assignor had this assignment not been made.

- The Assignor hereby GRANTS the firm of Greaves Brewster LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which shall fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Greaves Brewster LLP have represented only the Assignee and will continue to represent only the Assignee with respect to this invention.
- The Assignor hereby UNDERTAKES that at the request and cost of the Assignee or its successors or assigns he or she 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 the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee 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 Assignor hereby requests the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.
- This assignment and undertaking shall be binding upon the Assignor's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.
- This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

SCHEDULE The Patent Applications

UK Patent Application number 1210374.3 filed on 12 June 2012

signed by the Assignor at: Mulbount Wils on: 10.400 2013 in the presence of: Witness Signature: Name: Address: Duby Grand)))	Paul Adrian Carver Signature:
SIGNED for and on behalf of the ASSIGNEE at: Learnington Ontario on: June 10 2013 in the presence of: Witness Signature: William Tiessen Address: 209 Erie Street North Learnington Ontario Canada))))	New Energy Farms Ltd Signature: Name: Dean Tiessen Position: President

ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

Parties:

1 'The Assignor'

Dean William Tiessen

305 County Rd 18 Leamington Ontario Canada N8H 3V5

2 'The Assignee'

New Energy Farms Ltd

209 Erie Street North Leamington Ontario Canada N8H3A5

Recitals:

- (A) The Assignor is the inventor or a joint inventor of the invention or inventions entitled Plant Propagation which is described in the draft patent specification annexed hereto ("the Invention") and for which the patent application(s) set out in the Schedule hereto have been filed ("the Patent Application(s)")
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- 1.1 all his or her rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention and the Patent Application(s) and the PCT Application and the GB Application and all national and regional phases thereof 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 reissues, 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;

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- 1.2 all such rights as he or she 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 the Assignee or its successors or assigns;
- 1.3 all such rights as he or she may have to claim priority from any and all of the Patent Application(s) in any and all applications for patent protection for the Invention, such right to be enjoyed by the Assignee as from the date of filing of any of the Patent Application(s) from which priority is claimed;

to the intent that the Assignee 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 the Assignor had this assignment not been made.

- The Assignor hereby GRANTS the firm of Greaves Brewster LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which shall fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Greaves Brewster LLP have represented only the Assignee and will continue to represent only the Assignee with respect to this invention.
- The Assignor hereby UNDERTAKES that at the request and cost of the Assignee or its successors or assigns he or she 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 the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee 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.
- The Assignor hereby requests the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.
- This assignment and undertaking shall be binding upon the Assignor's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.
- This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

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REEL: 035023 FRAME: 0119

SCHEDULE The Patent Applications

UK Patent Application number 1210374.3 filed on 12 June 2012

RECORDED: 02/18/2015

SIGNED by)	Dean William Tiessen
the ASSIGNOR)	
at:Leamington Ontario Canada)	
on: June 10 2013)	Signature:
in the presence of:)	
Witness		
Signature ason leme	7	
Name: Jason Tiessen		
Address: 209 Erie Street North		
Leamington Ontario Canada		
SIGNED for and on behalf of)	New Energy Farms
the ASSIGNEE)	
at: Leamington Ontario)	
on: June 10 2013)	Signature
in the presence of:)	Name: Dean Tiessen
Witness	•	Position: President
Signature:/Q_DM/	202	
Name: Jason Tiessen		
Address: 209 Erie Street No	orth	
Leamington Ontario		

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