

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3655014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF STELLENBOSCH	11/13/2015
SOUTH AFRICAN TABLE GRAPE INDUSTRY NPC	11/13/2015
RECEIVING PARTY DATA	
Name:	GRAPETEK PTY LTD
Street Address:	18 KINGHALL AVENUE
Internal Address:	EPPING INDUSTRIA 2
City:	CAPE TOWN
State/Country:	SOUTH AFRICA
Postal Code:	7460
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7337709
CORRESPONDENCE DATA	
Fax Number:	(858)314-1501
<i>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.</i>	
Phone:	8583141500
Email:	gpgomez@mintz.com
Correspondent Name:	MINTZ LEVIN
Address Line 1:	3580 CARMEL MOUNTAIN ROAD
Address Line 2:	SUITE 300
Address Line 4:	SAN DIEGO, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	50079-501N01US
NAME OF SUBMITTER:	GARETT P. GOMEZ
SIGNATURE:	/gpgomez/
DATE SIGNED:	12/11/2015
Total Attachments: 14	
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ENSafrica

150 West Street
Sandown Sandton Johannesburg 2196
P O Box 783347 Sandton South Africa 2146
docex 152 Randburg
tel +2711 269 7600 fax +2711 269 7899
info@ENSafrica.com ENSafrica.com

SECOND ADDENDUM TO THE ASSIGNMENT AGREEMENT

entered into between

UNIVERSITY OF STELLENBOSCH

and

SOUTH AFRICAN TABLE GRAPE INDUSTRY NPC

and

DECIDUOUS FRUIT PRODUCERS TRUST

and

VINGUARD LIMITED

and

SO2 GENERATORS PTY LTD

and

GRAPETEK PTY LTD

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1. PARTIES

1.1. The Parties to this Agreement are:

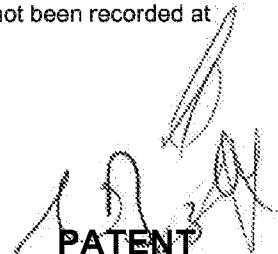
- 1.1.1. **Stellenbosch University**, of Administration Building B, Victoria Street, Stellenbosch, South Africa ("**SU**"); and
- 1.1.2. **South African Table Grape Industry NPC**, a non-profit company duly incorporated in South Africa with registration number 2002/024268/08 of 63 Main Street, Paarl, 7646 ("**SATGI**"); and
- 1.1.3. **Deciduous Fruit Producers Trust**, a South African trust duly registered under number 3856/97 of 258 Main Road, Paarl, 7620 ("**DFPT**"); and
- 1.1.4. **Vanguard Limited**, a company duly incorporated in South Africa with registration number 2002/026858/06 of 1st Floor Acacia House, Green Hill Village Office Park, on Lynnwood, corner of Botterklapper and Nentabos Streets, The Willows, Pretoria East ("**Vanguard**"); and
- 1.1.5. **SO2 Generators Pty Ltd** a company duly incorporated in South Africa with registration number 2000/003894/07 of 4 Mill Street, Paarl, 7646 ("**SO2**"); and
- 1.1.6. **Grapetek Pty Ltd** a company duly incorporated in South Africa with registration number 2012/035730/07 of 18 Kinghall Avenue, Epping Industria 2, Cape Town, 7460 ("**Grapetek**").

1.2. Any reference herein to "**Party**" and "**Parties**" shall be a reference to the Parties described above, either individually or collectively, as may be required by the context of this Agreement, and shall be deemed further to include the successors in title, whether administrators, assigns, liquidators, curators, executors, trustees, heirs or other legal representatives, as fully and effectively as if they had signed this Agreement in the first instance.

1.3. The Parties hereby contract with each other on the terms and conditions contained in this document and all schedules, annexures, attachments, addenda and variations or amendments thereof duly effected in terms of the provisions of this document, all of which are hereinafter collectively referred to as the, or this, "**Agreement**".

2. INTRODUCTION

2.1. It is recorded that DFPT has ceded and assigned all its rights, title and interest in and to the Assigned Patents to a company then incorporated as South African Table Grape Industry NPC (registration number 2004/022366/08) ("**SATI**"), but this assignment has not been recorded at the relevant patent offices;



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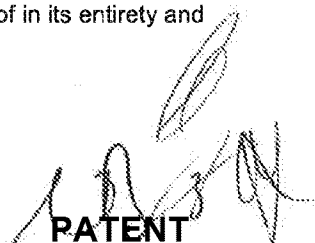
- 2.2. SU owns, and SATI owned, an undivided equal share of each the Assigned Patents;
- 2.3. SATI and SATGI (at the time known as Suid-Afrikaanse Tafeldruiwe NPC) merged in terms of sections 113 and 116 of the Companies Act no. 71 of 2008, whereby SATGI survived the merger and assumed the rights, duties, and obligations of SATI in terms of section 116(7) of the Companies Act. SATI was subsequently deregistered in accordance with the merger agreement in terms of section 116(5)(b) of the Companies Act no.71 of 2008, whereupon Suid Afrikaanse Tafeldruiwe NPC resolved to change its name to South African Table Grape Industry NPC;
- 2.4. Vanguard has entered into a Sale and Purchase Agreement with Grapetek in terms of which Vanguard undertook to procure the assignment of the Assigned Patents to Grapetek;
- 2.5. The Assignment Fee has not been paid to the Assignors and as a result the rights in and to the Assigned Patents have accordingly not transferred to Vanguard in terms of the Assignment Agreement; and
- 2.6. SU and SATGI have agreed to transfer all their rights, title and interest in and to their respective shares in the Assigned Patents to Grapetek.

3. INTERPRETATION

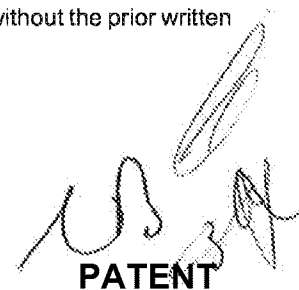
- 3.1. In this Second Addendum Agreement:
 - 3.1.1. "Assignment Agreement" means the written Assignment Agreement entered into between SU, SATI, Vanguard and SO2 on or about March / April 2014 and the first addendum thereto, both documents which are attached hereto marked as Annexure A;
 - 3.1.2. "Second Addendum" means this second addendum to the Assignment Agreement amending the terms of the Assignment Agreement; and
 - 3.1.3. "Parties" means the parties to this Second Addendum.
- 3.2. Words and phrases defined in the Assignment Agreement or in the annexures to the Assignment Agreement will bear the same meanings herein.
- 3.3. The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.

4. VARIATION OF ASSIGNMENT AGREEMENT

- 4.1. Clause 3 of the Assignment Agreement is amended by the deletion thereof in its entirety and the replacement thereof with the following new clause 3:

A handwritten signature in black ink is written over a rectangular stamp. The stamp contains the word "PATENT" in bold, capital letters.

- 3.1 In return for the payment of the Assignment Fee, the Assignors hereby cede, assign and transfer all of their rights, title and interest in and to the Assigned Patents to Grapetek with effect from the Effective Date and Grapetek accepts the assignment.
- 3.2 Clause 3.1 above is subject to the suspensive condition that Vanguard deposits the Assignment Fee into the trust account of Edward Nathan Sonnenbergs Incorporated ("ENS") for the purpose of ENS dealing with these funds as provided for in this Agreement.
- 3.3 SU, SATGI and DFPT shall forthwith upon request by Grapetek provide and execute any documentation as may be necessary to record any change of name and / or title with respect to the Assigned Patents in the relevant patent offices.
- 3.4 SU, SATGI and Vanguard shall share the costs associated with the recordal of the assignment of the Assigned Patents from DFPT to SATI and the amalgamation of SATI and SATGI (the "**Regularisation Costs**") in the following proportions:
- 3.4.1 SU – 25% (twenty five percent);
- 3.4.2 SATGI – 25% (twenty five percent); and
- 3.4.3 Vanguard – 50% (fifty percent).
- A breakdown of the Regularisation Costs are set out in annexure A hereto.
- 3.5 Vanguard shall bear all costs associated with the recordal of the assignment of the Assigned Patents from SU and SATGI to Grapetek, which costs is estimated by ENS to be approximately ZAR 112,300 (including agent fees and VAT, but excluding minor disbursements).
- 3.6 Vanguard, SU, SATGI, and DFPT each undertake that it shall not attack or assist in any attack on the validity of the Assigned Patents and/or Grapetek's claim to the ownership thereof.
- 3.7 Grapetek hereby grants SU and SATGI each a personal, perpetual, irrevocable, worldwide, royalty free license to use the Assigned Patents for further research and for non-profit and scholarly purposes. The rights granted in this clause cannot be sub-licensed to any third party without the prior written approval of Grapetek."

A handwritten signature in dark ink is written over a rectangular stamp. The stamp contains the word "PATENT" in a bold, sans-serif font.

- 4.2. Clause 4 of the Assignment Agreement is amended by the deletion thereof in its entirety and the replacement thereof with the following new clause 4:

"4.1 Vanguard shall be liable for and shall pay to SU and SATGI the Assignment Fee as provided for in this Agreement.

4.2 Vanguard shall make payment of the Assignment Fee into the trust account of ENS within 5 (five) days of the date of the execution of this Agreement by Vanguard.

4.3 Vanguard, SU and SATGI agree that ENS shall deduct the contributions of SU and SATGI to the Regularisation Costs referred to above from the Assignment Fee as and when required in order to attend to the regularisation of the chain of title of the Assigned Patents.

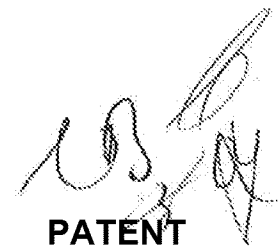
4.4 Vanguard, SU and SATGI agree that ENS shall make payments to SU and SATGI into the designated accounts of SU and SATGI as specified in the Schedule, of the Assignment Fee less their contribution to the Regularisation Costs (the "**Fee**"), as follows:

4.4.1 Upon ENS's receipt and circulation to all the Parties via electronic mail of confirmation of the acceptance of the recordal of the regularisation of the chain of title, being the assignment of the Assigned Patents from DFPT to SATI and the amalgamation of SATI and SATGI, as well as the assignment of the Assigned Patents from SU and SATGI to Grapetek in respect of each of the Assigned Patents, an amount equal to one seventeenth of the Fee shall become payable to SU and SATGI in the proportions set out below in respect of each Assigned Patent:

4.4.1.1 SU – 47.22%; and

4.4.1.2 SATGI – 52.78%.

4.4.2 ENS shall make payment to SU and SATGI of the relevant portion of the Fee due to them in accordance with the provisions of this clause 4.4 within 7 (seven) calendar days after the relevant confirmation referred to in clause 4.4.1 was received by ENS and as circulated via electronic mail to all Parties.



PATENT

REEL: 037274 FRAME: 0510

4.5 Vanguard, SU and SATGI shall be entitled to request a written status update from ENS with respect to the recordal of the regularisation of the chain of title and assignment to Grapetek of the Assigned Patents twice in any calendar month and ENS shall provide such information within 7 (seven) days of any such request.

4.3. Clause 5 of the Assignment Agreement is amended as follows:

4.3.1. by the replacement of the word "Assignee" with the word "Grapetek" in the third paragraph thereof under the heading "Disclaimer of Liability"; and

4.3.2. by the deletion of the final paragraph thereof under the heading "Usage Indemnity" in its entirety.

4.4. Clause 6 of the Assignment Agreement is amended by the replacement of the word "Assignee" with the word "Grapetek" in the final paragraph thereof under the heading "Right to reference".

5. SAVINGS CLAUSE

Save to the extent specifically or by necessary implication modified in or inconsistent with the provisions of this Second Addendum, all of the remaining terms and conditions of the Original Agreement shall *mutatis mutandis* continue in full force and effect.

6. COSTS

Each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Second Addendum.

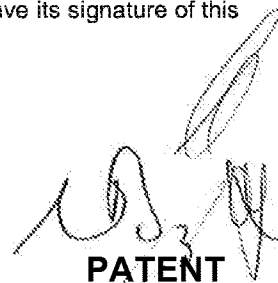
7. SIGNATURE AND GENERAL

7.1. This Second Addendum is signed by the Parties on the dates and at the places indicated below.

7.2. This Second Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Addendum as at the date of signature of the Party last signing one of the counterparts.

7.3. The persons signing this Second Addendum in a representative capacity warrant their authority to do so.

7.4. The Parties record that it is not required for this Second Addendum to be valid and enforceable that a Party shall initial the pages of this Second Addendum and/or have its signature of this Second Addendum verified by a witness.



PATENT

REEL: 037274 FRAME: 0511

UNIVERSITY OF STELLENBOSCH

Signature: _____

who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness: _____

Witness: _____

SOUTH AFRICAN TABLE GRAPE INDUSTRY NPC

Signature: _____

who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness: _____

Witness: _____

DECIDUOUS FRUIT PRODUCERS TRUST

Signature: _____

who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness: _____

Witness: _____

VINGUARD LIMITED

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness: _____

Witness: _____

SO2 GENERATORS PTY LTD

Signature: _____
who warrants that he / she is duly authorised thereto

Name: W. BESTBIER, CEO

Date: 13 NOVEMBER 2015

Place: PAARL, RSA

Witness: _____

Witness: _____

GRAPETEK PTY LTD

Signature: _____
who warrants that he / she is duly authorised thereto

Name: CO. CLORTE

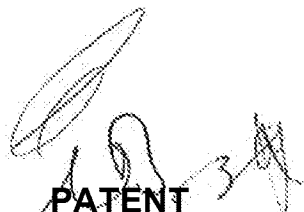
Date: 13 NOVEMBER 2015

Place: EPPING, RSA

Witness: _____

Witness: _____

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PATENT

Annexure A - Regularisation Costs**A. Total Estimated Costs**

Description	Amount in ZAR
Total estimated agents fees	R122,500
ENSAfrica fee	R30,000 (excluding VAT and minor disbursements)
Total	R152,500 (excluding VAT and minor disbursements)

B. Estimated contribution of SU, SATGI and Vanguard

Party	Estimated amount in ZAR (including VAT but excluding minor disbursements)
SU	R39,175
SATGI	R39,175
Vanguard	R78,350

Handwritten signatures and initials, including a large stylized 'P' and 'S' and other scribbles.

PATENT**REEL: 037274 FRAME: 0515**

Witness: _____

VINGUARD LIMITED

Signature: _____

who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness: _____

Witness: _____

SO2 GENERATORS PTY LTD

Signature: _____

who warrants that he / she is duly authorised thereto

Date: _____

Place: _____

Witness: _____

Witness: _____

GRAPETEK PTY LTD

Signature: _____

who warrants that he / she is duly authorised thereto

Date: _____

Place: _____

Witness: _____

Witness: _____



ADDENDUM TO ASSIGNMENT AGREEMENT

between

SOUTH AFRICAN TABLE GRAPE INDUSTRY

and

UNIVERSITY OF STELLENBOSCH

(hereinafter collectively referred to as the "ASSIGNORS")

and

VINGUARD LIMITED

("ASSIGNEE")

and

SO2 GENERATORS (PTY) LTD

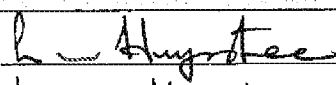
("LICENSEE")

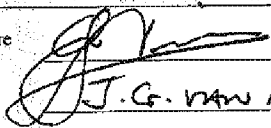
ADDENDUM NUMBER	1
ADDENDUM DATE	

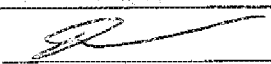
WHEREAS ASSIGNORS have agreed to assign certain patents (the "ASSIGNED PATENTS") to ASSIGNEE pursuant to an assignment agreement concluded between the PARTIES with Effective Date _____ and with reference number _____ (the "AGREEMENT").

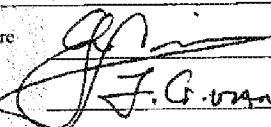
WHEREAS the ASSIGNED PATENTS listed in the existing SCHEDULE incorporated into the AGREEMENT is incomplete and fails to list all the South African and international patent registrations which were agreed by the PARTIES to be assigned to ASSIGNEE under the AGREEMENT;

THEREFORE the PARTIES agree that with effect from the EFFECTIVE DATE of the AGREEMENT, the SCHEDULE attached to and incorporated into the AGREEMENT shall be replaced in its entirety with the SCHEDULE attached to this addendum.

For and on behalf of UNIVERSITY OF STELLENBOSCH	
Signature	
Name	L van Huyssteen
Office	Chief Operating Officer
I warrant that I have been duly authorised to sign this Addendum	

For and on behalf of SOUTH AFRICA TABLE GRAPE INDUSTRY	
Signature	
Name	J.G. van Nieuwen
Office	
I warrant that I have been duly authorised to sign this Addendum	

For and on behalf of VINGUARD LIMITED	
Signature	
Name	DP vd Merwe
Office	Financial Director
I warrant that I have been duly authorised to sign this Addendum	

For and on behalf of SO2 GENERATORS (PTY) LTD	
Signature	
Name	J.G. van Nieuwen
Office	
I warrant that I have been duly authorised to sign this Addendum	

THE SCHEDULE

A. ASSIGNED PATENTS	
Assigned Patents	<ol style="list-style-type: none"> 1. South African Patent No. ZA 1996/2517 entitled _____. 2. South African Patent No. ZA 2001/1851 entitled _____. 3. South African Patent No. ZA2004/00021 entitled _____. 4. European Patent No. EP1399373 entitled _____. 5. Belgian Patent No. BE1399373 entitled _____. 6. German Patent No. DE60217333 entitled _____. 7. Spanish Patent No. ES2282421 entitled _____. 8. Finnish Patent No. FI1399373 entitled _____. 9. French Patent No. FR1399373 entitled _____. 10. United Kingdom Patent No. GB1399373 entitled _____. 11. Greek Patent No. GR1399373 entitled _____. 12. Irish Patent No. IE1399373 entitled _____. 13. Italian Patent No. IT1399373 entitled _____. 14. Netherlands Patent No. NL1399373 entitled _____. 15. Portugal Patent No. PT1399373 entitled _____. 16. Turkish Patent No. TK1399373 entitled _____. 17. United States of America Patent No. US7,337,709 entitled _____.

B. ASSIGNMENT FEE	
Assignment Fee	R 1,500,000 (one million five hundred thousand rand) payable in equal portions into the accounts of the Assignors as specified in C below.

C. PAYMENT	
Stellenbosch University	<p>Amount : R 708,331.49</p> <p>Account Details: The University of Stellenbosch</p> <p>Standard Bank</p> <p>Account: 073006955</p> <p>Branch: 05-06-10-45 Stellenbosch</p>
South African Table Grape Industry	<p>Amount : R 791,668.51</p> <p>Account Details: SAT</p> <p>First National Bank</p> <p>5325 8013 862</p> <p>PAARL</p>

LM