PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3740028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LIVESTOCK IMPROVEMENT CORPORATION LIMITED	12/14/2015

RECEIVING PARTY DATA

Name:	NEOGEN CORPORATION
Street Address:	620 LESHER PLACE
City:	LANSING
State/Country:	MICHIGAN
Postal Code:	48912

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7537888

CORRESPONDENCE DATA

Fax Number:

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.

Email: aherzberg@honigman.com
Correspondent Name: ANDREA HERZBERG

Address Line 1: 350 EAST MICHIGAN AVENUE

Address Line 2: SUITE 300

Address Line 4: KALAMAZOO, MICHIGAN 49007

ATTORNEY DOCKET NUMBER:	234994-381594	
NAME OF SUBMITTER:	ANDREA HERZBERG	
SIGNATURE:	/Andrea Herzberg/	
DATE SIGNED:	02/16/2016	

Total Attachments: 8

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SCHEDULE 2

DEED OF ASSIGNMENT

LIVESTOCK IMPROVEMENT CORPORATION LIMITED NEOGEN CORPORATION

DEED OF ASSIGNMENT OF
PATENTS

DEED dated 2015

PARTIES

1. **LIVESTOCK IMPROVEMENT CORPORATION LIMITED**] of of Cnr Ruakura And Morrinsville Roads, R D 4, Hamilton, New Zealand ("Assignor")

 NEOGEN CORPORATION a Michigan corporation whose address is 620 Lesher Place, Lansing, Michigan 48912 ("Assignee")

INTRODUCTION

- A. The Assignor is the owner of the patents listed in the Appendix to this Deed ("Patents").
- B. The Assignee wishes to purchase the Patents from the Assignor under the terms of the Asset Purchase Agreement signed by the Parties.
- C. As part of the completion of the Purchase of the Patents by the Assignee, the Assignor has agreed to assign, and the Assignee has agreed to accept, the Patents subject to the terms and conditions of this deed.

COVENANTS

ASSIGNMENT

- 1.1 Assignment: In consideration of the payment of USD \$24,000.00 as per the Asset Purchase Agreement signed by the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed by the Assignor, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to the Patents.
- 1.2 Rights of action: The assignment effected by clause 1.1 includes, without limitation the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Patents 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.

2. GENERAL

2.1 Facsimile or electronically scanned counterparts:

- (a) This deed may be executed in any number of counterparts (including facsimile or electronically scanned 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 or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.
- 2.2 Governing law: New Zealand law governs the formation, validity, construction and performance of this Agreement. The parties irrevocably agree that the courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under this Agreement.

SIGNED AS A DEED

SIGNED by NEOGI by:	EN CORPORATION	
oy.		Signature of Director
		Name of Director
		Signature of Director
		Name of Director
SIGNED by IMPROVEMENT LIMITED by:	LIVESTOCK CORPORATION	Signature of Director or duly authorised
		Signature of Director or duly authorised attorney
		GREAN BREWNAND
		Name of Director or attorney as applicable
		The state of the s
		Signature of Director or duly authorised
		attorney
		Linda Cooper
		Name of Director

APPENDIX

PATENTS

Country	Title	Number
United States	Marker assisted selection of bovine for improved milk production using diacylglycerol acyltransferase gene DGAT1	7537888
Canada	Marker assisted selection of bovine for improved milk production using diacylglycerol acyltransferase gene DGAT1	2427223

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

I, Linda Mary Cooper of Hamilton, Chief Financial Officer at Livestock Improvement Corporation Limited HEREBY CERTIFY:

- That by Deed dated 29 October 2015, <u>LIVESTOCK IMPROVEMENT CORPORATION LIMITED</u>, a
 duly incorporated company having its registered office at Hamilton, New Zealand, appointed
 me as one of its Attorneys on the terms and subject to the condition set on the said Deed.
- That as at this date, I have not received any notice or information of the revocation of that
 appointment by the liquidation or dissolution or the winding up of <u>LIVESTOCK IMPROVEMENT</u>
 <u>CORPORATION LIMITED</u> or otherwise and believe the same to be in full force and effect.

Signed at Hamilton this ¹⁵ day of December 2015

Linda Mary Cooper

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

I. Gillian Brennan of Hamilton, Company Secretary at Livestock Improvement Corporation Limited HEREBY CERTIFY:

- That by Deed dated 29 October 2015, <u>LIVESTOCK IMPROVEMENT CORPORATION LIMITED</u>,
 a duly incorporated company having its registered office at Hamilton, New Zealand,
 appointed me as one of its Attorneys on the terms and subject to the condition set on the
 said Deed.
- That as at this date, I have not received any notice or information of the revocation of that appointment by the liquidation or dissolution or the winding up of <u>LIVESTOCK</u>
 <u>IMPROVEMENT CORPORATION LIMITED</u> or otherwise and believe the same to be in full force and effect.

Signed at Hamilton this Page of December 2015

Gillian Brennan

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RECORDED: 02/16/2016