

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3758348

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PAUL STEPHENSON	07/09/2011
RECEIVING PARTY DATA		
Name:	AURECON NEW ZEALAND LIMITED	
Street Address:	OLD BANK CHAMBERS, LEVEL 1	
Internal Address:	102 CUSTOMHOUSE QUAY	
City:	WELLINGTON	
State/Country:	NEW ZEALAND	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13878031	
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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:	949-760-0404	
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Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP	
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Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	DAIRY104.002APC	
NAME OF SUBMITTER:	ANDREW N. MERICKEL	
SIGNATURE:	/ANDREW N. MERICKEL/	
DATE SIGNED:	02/26/2016	
Total Attachments: 9		
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FONTERRA CO-OPERATIVE GROUP LIMITED

PAUL STEPHENSON

AURECON NEW ZEALAND LIMITED

DEED OF ASSIGNMENT

PARTIES

FONTERRA CO-OPERATIVE GROUP LIMITED a New Zealand company whose registered office is located at 9 Princes Street, Auckland, New Zealand ("Fonterra")

PAUL STEPHENSON a New Zealand citizen of 26 Leeward Drive, Whitby, Porirua, New Zealand ("PS")

AURECON NEW ZEALAND LIMITED a New Zealand company whose registered office is located at Old Bank Chambers, Level 1, 102 Customhouse Quay, Wellington, New Zealand ("Aurecon")

INTRODUCTION

- A. AJS (as defined in clause 1.1 below) and PS have devised or contributed to the Invention during the course of employment by Fonterra and Aurecon respectively.
- B. The parties acknowledge and confirm that Fonterra and Aurecon are or should be the joint legal and beneficial owners of the Invention and the Intellectual Property Rights.
- C. AJS has assigned his rights to the Invention and the Intellectual Property Rights to Fonterra under a deed of assignment dated 29 November 2010.
- D. PS has agreed to assign, and Aurecon has agreed to accept, his rights to the Invention and the Intellectual Property Rights subject to the terms and conditions of this deed.
- E. Fonterra or Aurecon each agree to assign their rights in the Invention and the Intellectual Property Rights to Fonterra and Aurecon jointly 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:

"AJS" means Anthony James Styles, a New Zealand citizen of corner Wiltsdown Road and SH1, Lichfield, New Zealand;

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

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

- (c) all rights in and to the design to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:
 - (i) 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;
 - (ii) 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 (i) above;
 - (iii) any unregistered design rights; and
 - (iv) any semi-conductor topography or integrated circuit layout right.

"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 PS 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 the Patent Application together with:

- (a) any patent that may be granted pursuant to the Patent Application; and
- (b) 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 by PS:** In consideration of the sum of NZ\$1.00 paid by Aurecon to PS, the receipt and sufficiency of which is hereby acknowledged by PS, PS hereby assigns to Aurecon absolutely all of PS's 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 **Assignment by Fonterra and Aurecon:** In consideration of the mutual promises contained in this deed and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Fonterra and Aurecon, Fonterra and Aurecon each hereby assign to Fonterra and Aurecon jointly absolutely all of Fonterra and Aurecon's 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).
- 2.3 **Moral rights:** PS waives all of PS's moral rights arising from the Invention throughout the world, to the extent that PS may lawfully do so.
- 2.4 **Rights of action:** The assignments effected by clause 2.1 and clause 2.2 include, without limitation, the assignment and transfer of 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 prior to, on or after the date of this deed.
- 3. **KNOW-HOW**
- 3.1 **Provision of Know-How:** PS will, at the request of Fonterra or Aurecon and to the extent outstanding:
 - (a) disclose to Fonterra and Aurecon in writing all Know-How known to PS;
 - (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist Fonterra and Aurecon, or their 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) PS agrees 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, PS will not use, disclose or publish the information referred to in paragraph (a) without Fonterra and Aurecon's prior written consent excepting that, while employed by Aurecon, consent to use, disclose or publish the said information to Aurecon staff for specific project work with Fonterra utilising the Invention, Know-How and Intellectual Property Rights will assume to have been granted to PS. The parties agree that, notwithstanding this clause, PS may only disclose information to Aurecon staff under this clause where such staff are subject to the same obligations of confidence as PS under this deed.
 - (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 PS. If PS becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, PS will promptly advise Fonterra and Aurecon of such matter.

4. IMPROVEMENTS

4.1 Disclosure: Following the date of this deed, PS, while employed by Aurecon or under any commission from Fonterra or Aurecon, will immediately disclose to Fonterra and Aurecon 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 PS ("Improvements").

4.2 Ownership of Improvements:

- (a) Fonterra and Aurecon will jointly 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 Fonterra and Aurecon jointly but vest in PS, PS will hold such Improvements and intellectual property rights on trust for Fonterra and Aurecon.
- (b) Each party will at any time, upon Fonterra or Aurecon's reasonable request and at the expense of the requesting party, appropriately execute all documents necessary to:
 - (i) confirm Fonterra and Aurecon's joint 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 If requested by Fonterra or Aurecon, PS will, at the expense of the requesting party, 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 Fonterra and Aurecon thinks fit) join with Fonterra and Aurecon 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 Fonterra and Aurecon jointly;
- (b) vest any such protection referred to in paragraph (a) in Fonterra and Aurecon jointly;
- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist Fonterra or Aurecon 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 Fonterra or Aurecon's ability to exploit the Intellectual Property Rights; and
- (e) otherwise implement and carry out the obligations of any party assigning rights under this deed.

6. POWER OF ATTORNEY

6.1 Appointment:

- (a) PS hereby irrevocably appoints Aurecon to be PS's attorney to execute all documents, do all things and exercise such powers in the name of PS and on PS's behalf, as are necessary to fulfil PS's obligations under clause 5.1.
- (b) The powers in clause 6.1(a) may be exercised by Aurecon whether or not Aurecon has first requested PS to fulfil PS's obligations under clause 5.1.

6.2 **Substitution:** Aurecon may substitute one or more attorneys in its place with full power and authority to execute and perform all or any of the powers vested in Aurecon under this clause 6, and from time to time to remove and replace such substitute.

6.3 **Enquiry as to propriety or expediency:** No person dealing with Aurecon will be concerned to see or enquire as to the propriety or expediency of any assurance, act, matter or thing that Aurecon does, or purports, or agrees to do or perform in the name of PS by virtue of the provisions of this clause 6.

6.4 **Ratification:** PS will, if required by Aurecon, ratify and confirm everything done by Aurecon in the exercise or purported exercise in good faith of the powers conferred by this clause 6.

6.5 **Certificate:** Any person dealing in good faith with Aurecon as PS's attorney may accept a certificate signed by Aurecon, to the effect that Aurecon has not received notice of the revocation of the power of attorney created under this clause 6, as conclusive evidence that such power of attorney has not been revoked.

7. GENERAL

7.1 **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.

7.2 **Entire agreement:** This deed contains the whole of the contract and understanding between the parties relating to the matters covered by it and supersedes all prior representations, agreements, statements and understandings between the parties relating to those matters, whether verbal or in writing.


7.3 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.

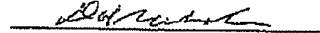
7.4 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes 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 FONTERRA CO-
OPERATIVE GROUP LIMITED by its
duly authorised attorney in the presence of:


Signature of David Allan Matthews, attorney
Date 13 / 07 / 2011


WITNESS:

Signature: 
Name: Shane Nicholson
Address: Auckland
Occupation: Regional Director

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

I, DAVID ALLAN MATTHEWS of Auckland, New Zealand, General Counsel of Fonterra Co-operative Group Limited, certify:

1. That by deed dated 24 October 2006, FONTERRA CO-OPERATIVE GROUP LIMITED of 9 Princes Street, Auckland, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



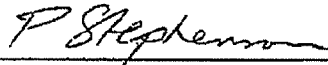
13 / 07 / 2011 Deed of Assignment



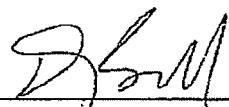
David Allan Matthews

SIGNED at Auckland, New Zealand this 13 day of July 2011.

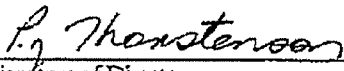
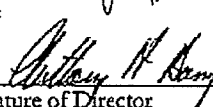
SIGNED by PAUL STEPHENSON in the presence of:


Signature
9 July 2011
Date

WITNESS

Signature: 
Name: DONALD JOHN BELL
Address: 1007 HIGH ST, LOWER HUTT
Occupation: CONSULTING ENGINEER

SIGNED by AURECON
NEW ZEALAND LIMITED:


Signature of Director
Paul J. Thorstenson
Name of Director
8 July 2011
Date

Signature of Director
Anthony H Barry
Director
Name of Director
8 July 2011
Date

SCHEDULE
PATENT APPLICATION

Country	Application No.	Title	Date Filed
United States	61/391,021	Lactose Production	7 October 2010

Deed of Assignment

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