

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3765322

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RUBICON RESEARCH PRIVATE LIMITED	11/13/2014
RECEIVING PARTY DATA	
Name:	PSM HEALTHCARE LIMITED
Street Address:	C/O API CONSUMER BRANDS
Internal Address:	14 NORMAN SPENCER DRIVE
City:	MANUKAU CITY, AUKLAND
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14780124
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<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:	312-913-0001
Email:	neth@mbhb.com
Correspondent Name:	MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP
Address Line 1:	300 SOUTH WACKER DRIVE
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	15-1643-WO-US
NAME OF SUBMITTER:	MICHAEL S. GREENFIELD
SIGNATURE:	/Michael S. Greenfield/
DATE SIGNED:	03/02/2016
Total Attachments: 8	
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**PRATIBHA S PILGAONKAR
MAHARUKH T RUSTOMJEE
ANILKUMAR S GANDHI
RUBICON RESEARCH PRIVATE LIMITED
PSM HEALTHCARE LIMITED**

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

DEED dated

2014

PARTIES

PRATIBHA S PILGAONKAR, an Indian citizen, of 801/L, Neelam Nagar, Bldg No. 6, V.B Phadake Road, Mulund (E), Mumbai 400081, India ("First Assignor")

MAHARUKH T RUSTOMJEE, an Indian citizen, of Dhun Building, 'A' Block, 2nd Floor, Dr. Dadasaheb Bhadkamkar Marg, Mumbai 400007, India ("Second Assignor")

ANILKUMAR S GANDHI, an Indian citizen, of 5B/25, Shree Jawahar Society, Govindnagar, Sodawala Road, Borivali (W), Mumbai 400092, India ("Third Assignor")

RUBICON RESEARCH PRIVATE LIMITED, an Indian company, of 221, Annexe Building, Goregaon-Mulund Link Road, opposite Indira Container Yard, Off. L.B.S. Marg, Bhandup (W), Mumbai 400078, India ("Fourth Assignor").

PSM HEALTHCARE LIMITED, a registered New Zealand company, trading as API Consumer Brands, of 14 Norman Spencer Drive, Manukau City, Auckland, New Zealand ("Assignee")

INTRODUCTION

- A. The First Assignor, Second Assignor, and Third Assignor are each an employee of the Fourth Assignor, and have each created certain intellectual property during the course of their employment with the Fourth Assignor.
- B. The Fourth Assignor and the Assignee entered into a Development Agreement dated 27 December 2011, under which the Assignee commissioned the Fourth Assignor to devise or contribute to the Invention, and under which certain intellectual property rights are assigned by the Fourth Assignor to the Assignee.
- C. The Assignors each acknowledge that:
 - (a) the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights; and
 - (b) through two assignments dated 18 March 2014, and an assignment dated 25 March 2014, the Assignors have attempted to give effect to such intention ("Prior Assignment Deeds").
- D. To the extent that the Assignors still have any rights, title and interest in or to the Invention or the Intellectual Property Rights, each of them has agreed to assign, and the Assignee has agreed to accept, such Invention and 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 Assignor, the Second Assignor, the Third Assignor, and the Fourth 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;

"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 and Copyright;

"Invention" means any and all inventions the subject of any of the Patent Applications as improved, modified, developed or amended at any time up to the date of signing of this deed;

"Patent Applications" means the patent applications identified below:

Country	Application No.	Title	Date Filed
New Zealand	608784	STABILIZED VITAMIN D FORMULATIONS	27 March 2013
New Zealand	622985	STABILIZED VITAMIN D FORMULATIONS	27 March 2014
Australia	2014201820	STABILIZED VITAMIN D FORMULATIONS	27 March 2014
PCT	PCT/NZ2014/000053	STABILIZED VITAMIN D FORMULATIONS	27 March 2014

"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:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (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) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Applications together with:
 - (i) any patent that may be granted pursuant to any of the Patent Applications; and

- (ii) any future patent(s) and patent application(s) that are based on or derive priority from any of the Patent Applications 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 Fourth Assignor to each of the First Assignor, the Second Assignor and the Third Assignor, the receipt and sufficiency of which is hereby acknowledged by each of them, each of the First Assignor, the Second Assignor and the Third Assignor:

- (a) hereby confirms the assignment by her or him to the Fourth Assignor of all of her or his rights, title and interest in and to the Patent Applications under the Prior Assignment Deeds; and
- (b) hereby assigns to the Assignee absolutely all of her or his rights, title and interest in and to:
 - (i) the Invention; and
 - (ii) the Intellectual Property Rights,

to the extent that she or he still holds any such rights, title and interest as at the date of this deed.

2.2 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Fourth Assignor, the receipt and sufficiency of which is hereby acknowledged by the Fourth Assignor, the Fourth Assignor:

- (a) hereby confirms the assignment by it to the Assignee of all of its rights, title and interest in and to the Patent Applications under the Prior Assignment Deeds; and
- (b) hereby assigns to the Assignee absolutely all of its rights, title and interest in and to:
 - (i) the Invention; and
 - (ii) the Intellectual Property Rights,

to the extent that it still holds any such rights, title and interest as at the date of this deed.

2.3 **Rights of action:** The assignments effected by clause 2.1 and 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 before, on or after the date of this deed.

2.4 **Confidentiality:**

- (a) The Assignors agree to treat all information relating to the Invention, 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 any of the Assignors. If any 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.

3. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

- 3.1 **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.
- 3.2 **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 3.1:
- (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.

4. GENERAL

4.1 **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.

4.2 **Facsimile counterparts:**

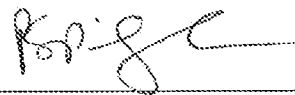
(a) This deed may be executed in any number of counterparts (including facsimile or electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.

(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.

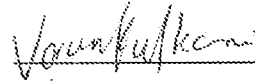
4.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes 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

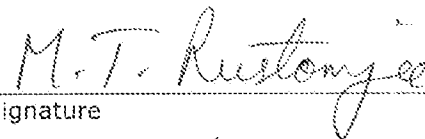
SIGNED by **PRATIBHA S PILGAONKAR** in
the presence of:


Signature
Date 13/11/2014

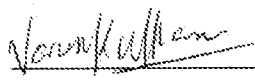
WITNESS

Signature: 
Name: Varun Kulkarni
Address: A/204, Surya complex, Dombivli(W)-421202
Occupation: Corporate Finance-Manager, Rubicon Research Pvt Ltd


SIGNED by **MAHARUKH T RUSTOMJEE** in
the presence of:


Signature
Date 13/11/2014

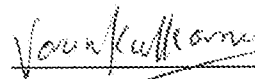
WITNESS

Signature: 
Name: Varun Kulkarni
Address: A/204, Surya complex, Dombivli(W)-421202
Occupation: Corporate Finance-Manager, Rubicon Research Pvt Ltd

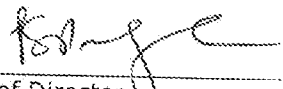
SIGNED by **ANILKUMAR S GANDHI** in the
presence of:


Signature
Date 13 - NOV - 2014

WITNESS

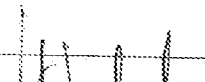
Signature: 
Name: Varun Kulkarni
Address: A/204, Surya complex Dombivli-421202
Occupation: Corporate Finance-Manager, Rubicon Research Pvt Ltd

SIGNED by RUBICON RESEARCH
PRIVATE LIMITED by:


Signature of Director

PRATIBHA S. PILGAONKAR
Name of Director

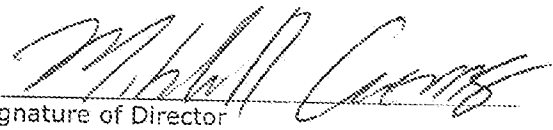
Date 13/11/2014


Signature of Director

SUDHIR D. PILGAONKAR
Name of Director

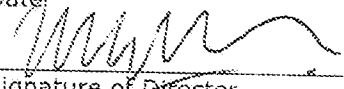
Date 13/11/2014

SIGNED by PSM HEALTHCARE LIMITED
by:


Signature of Director

Mitchell CUEVAS
Name of Director

Date 24/11/2014


Signature of Director

Martin Gyde
Name of Director

Date 24/11/2014