

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3870042

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SENSORTEC LIMITED	06/30/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DEC INTERNATIONAL NZ LIMITED
<b>Street Address:</b>	558 TE RAPA ROAD
<b>City:</b>	HAMILTON
<b>State/Country:</b>	NEW ZEALAND
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6793624
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)518-5499
<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>	
<b>Phone:</b>	7036841111
<b>Email:</b>	dsmith@ipfirm.com
<b>Correspondent Name:</b>	HAUPTMAN HAM, LLP
<b>Address Line 1:</b>	2318 MILL ROAD
<b>Address Line 2:</b>	SUITE 1400
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314
<b>NAME OF SUBMITTER:</b>	MARTIN J. COSENZA
<b>SIGNATURE:</b>	/Martin J. Cosenza/
<b>DATE SIGNED:</b>	05/12/2016
<b>Total Attachments: 8</b>	
source=AGN 2 - d. Sensortec Limited to DEC International NZ Limited#page1.tif	
source=AGN 2 - d. Sensortec Limited to DEC International NZ Limited#page2.tif	
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**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**Method and Apparatus for Detecting Mastitis by Using Visible Light and/or Near  
Infrared Light (PCT/JP2001/0 2018)**

**AND**

**Method and Apparatus for Detecting Mastitis by Using Visible Light and/or Near  
Infrared Light (PCT/JP2001/002017)**

**BETWEEN:     Sensortec Limited**

**AND:           DEC International NZ Limited**

**DESCRIPTION:**

By this Deed **Sensortec Limited**  
assigns to **DEC International NZ  
Limited** all its right, title and interest in  
and to the *Intellectual Property Rights*  
relating to the *Invention*.

**James & Wells Intellectual Property**

Level 12, KPMG Centre  
85 Alexandra Street  
Private Bag 3140  
HAMILTON

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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN**            **Sensortec Limited** , a New Zealand company having its  
registered office at 558 Te Rapa Road, Hamilton, New Zealand  
  
("Assignor")

**AND**                    **DEC International NZ Limited**, a New Zealand company having  
its registered office at 558 Te Rapa Road, Hamilton,  
New Zealand  
  
("Assignee")

**ON THE BASIS THAT-**

**1.0    DEFINED TERMS**

**1.1.** *Copyright* shall mean the property rights which exist in any *Copyright Work*.

**1.2.** *Copyright Work* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand  
Copyright Act 1994; and/or

1.2-2. a work in which copyright exists; and

which relates to the *Invention*,

**1.3.** *Intellectual Property Rights* shall mean all intellectual property rights whatsoever  
relating to the *Invention* including without limitation the *Patent*, the *Copyright*,  
and the *Technical Information*.

**1.4.** *Invention* shall mean the invention the subject of the *Patent*.

**1.5.** *Patent* shall mean the patent application and/or letters patent set out in the  
Schedule.

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Handwritten initials and signature in black ink, appearing to be 'P. G.' and a signature, written over a horizontal line.

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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1.6. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

### 2.0 BACKGROUND

- 2.1. The **Assignor** owns the *Intellectual Property Rights*.
- 2.2. The **Assignor** has agreed to assign, and the **Assignee** has agreed to take an assignment of, the *Intellectual Property Rights* on the terms described below.

### BY THIS DEED THE PARTIES AGREE –

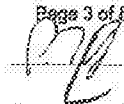
### 3.0 THE ASSIGNMENT

- 3.1. The **Assignor** hereby assigns all its right, title and interest in and to the *Intellectual Property Rights* to the **Assignee**.
- 3.2. The assignment will take effect on the date this Deed is fully executed by the **Assignor**.

### 4.0 CONSIDERATION

- 4.1. In consideration for the assignment detailed in clause 3.1, the **Assignee** will pay to the **Assignor** upon execution of this Deed the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the **Assignor**.
- 4.2. Any and all rights of the **Assignor** with respect to the *Invention* and *Intellectual Property Rights* will pass to the **Assignee** upon the effective date of this Deed.

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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

### 5.0 ASSIGNOR'S OBLIGATIONS

- 5.1. The **Assignor** undertakes to (at the **Assignee's** cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the **Assignee** for vesting absolutely all their right, title and interest to the *Intellectual Property Rights* in favour of the **Assignee**, and for conferring on the **Assignee** the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.
- 5.2. The **Assignor** shall forthwith disclose to the **Assignee** all improvements in, modifications of or additions to the *Invention* devised or created by the **Assignor** while under a commission for money or money's worth from the **Assignee**.
- 5.2-1. The **Assignor** shall assign to the **Assignee** upon request all *Intellectual Property Rights* relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while under a commission for money or money's worth from the **Assignee**.
- 5.3. At the request of the **Assignee**, the **Assignor** shall at **Assignee's** expense execute all documents and do all acts necessary or convenient to enable **Assignee** to:
- 5.3-1. make, prosecute or register in **Assignee's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
- 5.3-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **Assignee's** ability to exploit the *Intellectual Property Rights*;
- 5.3-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;

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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

5.3-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.

5.4. The **Assignor** shall, at the request of the **Assignee**, and to the extent outstanding, furnish the **Assignee** with full details of and relating to the *Invention*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.

5.5. The **Assignor** agrees to treat as confidential all information relating to the *Invention* and the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the **Assignee**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the **Assignor**. The **Assignor** agrees to seek prior clearance from the **Assignee** in any case of uncertainty.

### 6.0 ASSIGNOR'S WARRANTIES

6.1. The **Assignor** warrants:

6.1-1. The **Assignor** has absolute title to the *Intellectual Property Rights*;

6.1-2. There are no encumbrances or other matters affecting the **Assignor's** capacity to assign the *Invention* and/or the *Intellectual Property Rights* to the **Assignee** free of any encumbrances or interests whatsoever; and

### 7.0 GOVERNING LAW

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

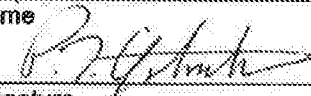
7.2. Each party to this Deed submits to the non-exclusive jurisdiction of the courts of New Zealand.

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Initiated by: \_\_\_\_\_  
\_\_\_\_\_


**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

Executed as a Deed this 30<sup>th</sup> day of June 2011 for and on behalf of  
Sensortec Limited by its duly authorised officers\*

<u>Paul Johnstone</u>	_____
Name	Name
<u></u>	_____
Signature	Signature
<u>R&amp;D Director</u>	_____
Position	Position

Witnessed by:

<u>John McLeish</u>	_____
Name	
<u></u>	_____
Signature	
<u>Engineer</u>	_____
Occupation	
<u>Hamilton New Zealand</u>	_____
Place of Residence	

Initiated by: 

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

Executed as a Deed this 30<sup>th</sup> day of June 2011 for and on behalf of  
DEC International NZ Limited by its duly authorised officers\*

<u>William Stacey Toman</u>	_____
Name	Name
<u>[Signature]</u>	_____
Signature	Signature
<u>Director</u>	_____
Position	Position

Witnessed by:

<u>John McLeish</u>	_____
Name	_____
<u>[Signature]</u>	_____
Signature	_____
<u>Engineer</u>	_____
Occupation	_____
<u>Hamilton New Zealand</u>	_____
Place of Residence	_____

\* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

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Initialed by: [Signature]



**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

**SCHEDULE**

*Patent (clause 1.5):*

<b>Title</b>	<b>Country</b>	<b>Patent Number</b>	<b>Filing Date</b>
Method and Apparatus for Detecting Mastitis by Using Visible Light and/or Near Infrared Light	United States	6748251	8 June 2004
Method and Apparatus for Detecting Mastitis by Using Visible Light and/or Near Infrared Light	United States	6793624	21 September 2004

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