

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4749094

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JONATHAN DALLAS TOYE	12/21/2016
RECEIVING PARTY DATA		
Name:	NINE IP LIMITED	
Street Address:	C2, 63 APOLLO DRIVE	
City:	AUCKLAND	
State/Country:	NEW ZEALAND	
Postal Code:	0632	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15739448	
CORRESPONDENCE DATA		
Fax Number:	(206)682-6031	
<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>		
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Correspondent Name:	DANIEL P. O'BRIEN	
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ATTORNEY DOCKET NUMBER:	700180.412USPC	
NAME OF SUBMITTER:	DANIEL P. O'BRIEN	
SIGNATURE:	/ Daniel P. O'Brien/	
DATE SIGNED:	12/22/2017	
Total Attachments: 8		
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JONATHAN DALLAS TOYE

NINE IP LIMITED

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

PARTIES

JONATHAN DALLAS TOYE, a New Zealand citizen of Suite 6684,
17B Farnham Street, Parnell, Auckland 1052, New Zealand
(Assignor)

NINE IP LIMITED, a New Zealand company of C2, 63 Apollo Drive,
Rosedale, Auckland 0632, New Zealand (Assignee)

INTRODUCTION

- A. The Assignor has devised or contributed to the Invention, either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. The Assignor has agreed to assign, and the Assignee has agreed to accept, the Invention and such 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:

Copyright means all:

- (a) copyrights in any original artistic, literary and other works; and
- (b) database rights,

relating to the Invention as may exist anywhere in the world;

Design Rights means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) 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;
- (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) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

Improvements has the meaning given to it in clause 4.1;

Improvements IP has the meaning given to it in clause 4.2(a);

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, Copyright and Design Rights;

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

Know-How means any information, knowledge, experience, data and designs in the possession of the Assignor 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 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 the right to be granted 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 patent 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 Application together with:
 - (i) any patent that may be granted pursuant to the Patent Application; and
 - (ii) 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:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Invention;

(b) the Intellectual Property Rights;,

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

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:

- (a) 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; and
- (b) all rights of ownership of any materials that form part of the Know-How.

2.3 **Moral rights:** The Assignor waives all of the Assignor's moral rights relating to Copyright works throughout the world, to the extent that the Assignor may lawfully do so.

3. KNOW-HOW

3.1 **Provision of Know-How:** The Assignor will, at the request of the Assignee and to the extent outstanding:

- (a) disclose to the Assignee in writing all Know-How known to the Assignor;
- (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
- (c) where possible, provide all original embodiments of the Invention and any materials that form part of the Know-How.

3.2 **Confidentiality:**

- (a) The Assignor 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, the Assignor 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 the Assignor. If the Assignor becomes aware of any actual or potential loss of secrecy or confidentiality in respect of such information, the Assignor will promptly advise the Assignee of such matter.

4. IMPROVEMENTS

4.1 **Disclosure:** Following the date of this deed, the Assignor, while employed by the Assignee or under any commission from the

Assignee, will immediately disclose to the Assignee 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 the Assignor (**Improvements**).

4.2 **Ownership of Improvements:**

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements (**Improvements IP**). To the extent that any Improvements and Improvements IP do not on their creation vest in the Assignee but vest in the Assignor, the Assignor will hold such Improvements and Improvements IP on trust for the Assignee.
- (b) The Assignor will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
 - (i) confirm the Assignee's ownership of the Improvements and Improvements IP; or
 - (ii) file a protective application for such Improvements and Improvements IP and/or defend such protective application.

5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

- 5.1 **Further actions:** If requested by the Assignee the Assignor 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 and the Improvements IP, 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 or the Improvements IP (including obtaining all

remedies as may be available for infringement of the Intellectual Property Rights or the Improvements IP);

- (ii) defeat any challenge to the validity of any of the Intellectual Property Rights or the Improvements IP;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights or the Improvements IP; 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 or the Improvements IP; and
- (e) otherwise implement and carry out the Assignor's obligations under this deed.

5.2 **Power of attorney:** The Assignor hereby irrevocably appoints the Assignee as the Assignor's attorney with full power to act in the Assignor's name and on the Assignor's behalf in fulfilling any of the matters set out in clause 5.1:

- (a) to the extent that the Assignor 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 the Assignor to request the fulfilment of such matters.

6. GENERAL

6.1 **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.

6.2 **Counterparts:**

- (a) This deed may be executed in any number of counterparts (including facsimile and 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.

6.3 **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 **JONATHAN DALLAS TOYE** in the presence of:

Signature

Date

21 Dec 2016

WITNESS

Signature:

Name:

Address: C2, 63 Apollo Drive, Rosebank, NZ

Occupation:

SIGNED NINE IP LIMITED by:

Signature

Name of Director

Date

21 Dec 2016

WITNESS

Signature:

Name:

Address: C2, 63 Apollo Drive, Rosebank, NZ

Occupation:

**SCHEDULE
PATENT APPLICATION**

Country	Application No.	Title	Date Filed
PCT International	PCT/IB2016/053955	Crop Material	1 July 2016