

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5078286

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID CALDER	09/13/2017
RECEIVING PARTY DATA	
Name:	SIMCRO LIMITED
Street Address:	13 KAIMIRO STREET
City:	HAMILTON
State/Country:	NEW ZEALAND
Postal Code:	3200
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16052103
CORRESPONDENCE DATA	
Fax Number:	(206)381-3301
<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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Email:	patentdocketing@lowegrahamjones.com
Correspondent Name:	LOWE GRAHAM JONES, PLLC
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Address Line 2:	SUITE 4800
Address Line 4:	SEATTLE, WASHINGTON 98104
ATTORNEY DOCKET NUMBER:	SIMC-1-1010
NAME OF SUBMITTER:	LAWRENCE D GRAHAM
SIGNATURE:	/Lawrence D Graham/
DATE SIGNED:	08/01/2018
Total Attachments: 5	
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

PARTIES

1. DAVID CALDER a New Zealand citizen of 5/1 Charlemont Street, Whitiara, Hamilton 3200, New Zealand (Assignor)
2. SIMCRO LIMITED, a New Zealand company, of 13 Kaimiro Street, Hamilton 3200, New Zealand (Assignee)

INTRODUCTION

1. The Assignor is an employee of the Assignee, and in the course of this relationship, devised or contributed to the Invention and created or developed the Works.
2. The Assignor acknowledges that the Assignee is, or should be, the sole legal and beneficial owner of the Intellectual Property Rights as a result of the relationship between the Assignor and Assignee.
3. The Assignor has agreed to assign the Intellectual Property Rights to the Assignee upon the terms set out in this deed.

AGREED THAT:

1. DEFINITIONS

- 1.1. In this deed (including the Introduction), unless the context requires otherwise:

Copyright means all copyright and similar rights or forms of protection in relation to the Invention (including in the Works).

Design Rights means all registered and unregistered design rights in relation to the Invention throughout the world:

- (a) the right to apply, and obtain protection, for registered designs;
- (b) the right to claim priority under any international convention or agreement from any application for registered designs, whether filed before, upon or after the Effective Date; and
- (c) the rights conferred by such protection when granted.

Effective Date means the date of last signature of this deed.

Encumbrance means any lien, mortgage, charge, encumbrance, security interest or other similar interest.

Improvements means any modifications, improvements, enhancements or additions.

Intellectual Property Rights means all intellectual property rights in and to the Invention throughout the world, whether or not registered or registrable, and includes (without limitation):

- (a) the Patent Rights, Design Rights, Copyright and Know-how; and
- (b) all Rights of Action.

Invention means the inventions described in the patent application set out in the schedule and includes all improvements to the Invention made before the execution of this deed.

Know-how means all information and knowledge relating to the Invention (including how to make and use the Invention) which is confidential and not public knowledge.

Patent Rights means all patent rights in relation to the Invention, including in the patent application set out in the schedule and:

- (a) the right to apply, and obtain protection, for patents (or similar forms of protection) in all countries or regions of the world, including any applications under the Patent Cooperation Treaty;
- (b) the right to claim priority under any international convention or agreement from any application for patents (or similar forms of protection), whether filed before, upon or after the Effective Date; and
- (c) the rights conferred by such protection when granted.

Rights of Action means any rights (whether in the name of the Assignor or Assignee) to bring or defend any claim or proceedings in relation to the Intellectual Property Rights, including any such rights which may have accrued before the signing of this deed.

Works means any drawings, specifications, processes, schedules, techniques, samples, specimens, prototypes, models, photographs, designs, descriptions, formulae, research and development results, test results, other technical information and other materials describing the use of or otherwise relating to the Invention, whether in material form or otherwise.

2. COVENANTS

2.1. **Assignment.** With effect from the Effective Date and in consideration of the payment by the Assignee of the sum of \$1 and other good and valuable consideration (the receipt and sufficiency of which the Assignor acknowledges), the Assignor assigns to the Assignee all of the Assignor's right, title and interest in and to the Intellectual Property Rights.

2.2. **Further Assurances.** Upon request and at the Assignee's cost, the Assignor will execute all documents and perform any other acts that may be necessary or desirable to:

- (a) perfect or confirm the Assignee's ownership of the Intellectual Property Rights;
- (b) assist the Assignee to defend or enforce its ownership of the Intellectual Property Rights; and
- (c) otherwise give effect to the intent of this deed.

2.3. **Power of Attorney.** To the extent that the Assignor breaches any of its obligations under this deed or cannot reasonably be located by the Assignee, the Assignor irrevocably appoints the Assignee to act as the Assignor's attorney to execute any documents, perform any acts and exercise all powers in the name of the Assignor that may be necessary to fulfil the Assignor's obligations under this deed. The Assignor will be deemed to have ratified all things done by the Assignee under this clause 2.3.

2.4. **Waiver of Moral Rights.** To the maximum extent permitted by law, the Assignor irrevocably and unconditionally waives all moral rights in relation to the Invention and Works to which the Assignor is now or may become entitled to in the future.

2.5. **Consent to Assignment.** To the extent that any other person has any right, title and interest in and to the Intellectual Property Rights, the Assignor irrevocably consents to the assignment by that person of such right, title and interest to the Assignee.

- 2.6. **Provide Materials/Disclose Know-how.** Upon request, the Assignor will promptly:
- (a) provide to the Assignee all original versions of the Works, and any other materials relating to the Invention, that are in the Assignor's possession or under the Assignor's control; and
 - (b) disclose all Know-how that is known to the Assignor and unknown to the Assignee.
- 2.7. **Improvements.** To the maximum extent permitted by law, if the Assignor creates any Improvements to the Invention and Works after the Effective Date, the Assignor:
- (a) will promptly notify the Assignee with details of those Improvements;
 - (b) acknowledges that the Assignee owns all right, title and interest in and to those Improvements; and
 - (c) will execute all documents and perform any other acts that may be necessary or desirable to perfect or confirm the Assignee's ownership of all right, title and interest in and to those Improvements.
- 2.8. **Confidentiality.** The Assignor will keep confidential, at all times, all information relating to the Invention and Works, and will not disclose this information to any person, or publish it, without the prior written consent of the Assignee (provided that this will not apply to any information which is or becomes public knowledge, other than as a breach by the Assignor of this deed).

3. WARRANTIES

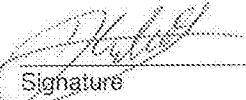
- 3.1. **Assignor's Warranties.** The Assignor warrants that:
- (a) the Assignor has the legal right and authority, and has taken all necessary actions, to enter into and perform its obligations under this deed;
 - (b) to the best of the Assignor's knowledge, the Intellectual Property Rights are assigned to the Assignee free from any Encumbrances; and
 - (c) any Works created by the Assignor are the Assignor's original works and have not been copied (in whole or in part) from any other works.

4. GENERAL

- 4.1. **Law and Jurisdiction.** This deed is governed by, and construed in accordance with, the laws of New Zealand. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the New Zealand courts in connection with this deed.
- 4.2. **Counterparts.** This deed may be signed in counterparts (including by facsimile copy or copy sent by email in PDF format), and such copies may be relied upon by the other party as though it were an original copy. All executed counterparts together will constitute one document.

SIGNATURES

SIGNED AS A DEED by DAVID CALDER
in the presence of:


Signature
13-09-17
Date


Witness Signature

Nicole Kelton
Witness Name

Head of Global Marketing
Witness Occupation

Suro Limited
Witness Address

SIGNED AS A DEED for and on behalf of
SIMCRO LIMITED in the presence of:


Signature of Director/Authorised Signatory

Roger Walker
Name of Director/Authorised Signatory


Signature of Director/Authorised Signatory

Roger Walker
Name of Director/Authorised Signatory

13/9/17
Date

SCHEDULE

Baldwins Ref:	Patent Application No.	Title	Description	Application Date	Country/Region
512250USPR	62/540,023	Improvements in, or related to, animal marking and inoculation	Provisional Patent Application	1 August 2017	United States of America