## 505129117 10/05/2018

EPAS ID: PAT5175879

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MICHAEL STUART GARDNER	05/03/2018
ROY VICTOR BLADEN	05/04/2018
RORY BLADEN	05/03/2018

### **RECEIVING PARTY DATA**

Name:	SNPSHOT TRUSTEE LIMITED
Street Address:	C/- CHAPMAN ATKINS, LEVEL 20, PWC TOWER, 188 QUAY STREET
City:	AUCKLAND
State/Country:	NEW ZEALAND
Postal Code:	1010

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	16083296	

### **CORRESPONDENCE DATA**

**Fax Number:** (414)277-0656

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.

**Phone:** 414-271-6560

Email: mkeipdocket@michaelbest.com, krweiss@michaelbest.com

Correspondent Name: MICHAEL BEST & FRIEDRICH LLP
Address Line 1: 100 EAST WISCONSIN AVENUE

Address Line 2: SUITE 3300

Address Line 4: MILWAUKEE, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	010562-9022-US01
NAME OF SUBMITTER:	AARON K. NODOLF
SIGNATURE:	/aaron k. nodolf/
DATE SIGNED:	10/05/2018

### **Total Attachments: 10**

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### **MICHAEL STUART GARDNER**

**ROY VICTOR BLADEN** 

**RORY BLADEN** 

**SNPSHOT TRUSTEE LIMITED** 

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

PA6

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#### **PARTIES**

**MICHAEL STUART GARDNER**, a New Zealand citizen of 108 Waiatarua Road, Remuera, Auckland 1050, New Zealand (**First Assignor**)

**ROY VICTOR BLADEN**, a New Zealand citizen of 292 Glenmore Road, Coatesville, RD 3, Albany 0793, New Zealand (**Second Assignor**)

**RORY BLADEN**, a New Zealand citizen of Simpson Street, Evanston, Chicago, United States of America (**Third Assignor**)

**SNPSHOT TRUSTEE LIMITED**, a New Zealand company whose registered office is located at C/- Chapman Atkins, Level 20, PWC Tower, 188 Quay Street, Auckland 1010, New Zealand (**Assignee**)

#### INTRODUCTION

- A. The Assignors have devised or contributed to the Invention either during the course of employment with the Assignee or under a commission from the Assignee.
- C. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- D. Each of the Assignors 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:

**Assignors** means the First Assignor, Second Assignor, and Third Assignor;

#### 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:

 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;

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- the right to claim priority under any international convention or (b) agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- any unregistered design rights; and (c)
- (d) any semi-conductor topography or integrated circuit layout riahts:

**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;

**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;
- 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;
- all rights conferred by any such patent(s) or similar forms of (c) protection when granted; and
- the Patent Application together with: (d)
  - any patent that may be granted pursuant to the Patent (i) Application; and
  - 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).

#### **ASSIGNMENT** 2.

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Assignors, the Assignors hereby each assign to the Assignee absolutely all of their rights, title and interest in and to:

> Deed of Assignment of Intellectual Property Rights REEL: 047083 FRAME: 0662

- (a) the Invention; and
- (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 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.
- 2.3 **Moral rights:** The Assignors waive all of their moral rights relating to Copyright works throughout the world, to the extent that they may lawfully do so.

### 3. FURTHER ACTIONS

3.1 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 give effect to the assignment in this deed and to enable the Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.

#### 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 **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.
- 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 MICHAEL STUART GARDNER in the presence of:		ASE ————————————————————————————————————	
<b>WITNESS</b> Signature: Name: Address: Occupation:	Milliandres Vizginia Gosdnes Vertica	Date 3 MAM 2018 	
SIGNED by F presence of:	tOY VICTOR BLADEN in the	Signature	
<b>WITNESS</b> Signature:		Date	
Name:			
Address:			
Occupation:			
<b>SIGNED</b> by <b>F</b> of:	ORY BLADEN in the presence		
		Signature	
		Date	
WITNESS			
Signature:	<u></u>		
Name:			
Address:		<u>-</u>	
: anitsaunaC			

Deed of Assignment of Intellectual Property Rights

**PATENT** 

#### SIGNED AS A DEED

# SIGNED by MICHAEL STUART GARDNER in the presence of: Signature Date WITNESS Signature: Name: Address: Occupation: SIGNED by ROY VICTOR BLADEN in the presence of: Signature Date WITNESS Signature: Name: Address: DIREC Occupation: SIGNED by RORY BLADEN in the presence of: Signature Date WITNESS Signature: Name: Address: Occupation:



## SIGNED AS A DEED

SIGNED by MICHAEL STUART GARDNER in the presence of:	Signature
WITNESS Signature:	Date
Name:	
Address:	
Occupation:	
SIGNED by ROY VICTOR BLADEN in the	
presence of:	Signature
	Date
WITNESS Signature:	
Name:	
Address:	
Occupation:	
	7
SIGNED by RORY BLADEN in the presence	Waa.
of:	Signature Signature
	3 MAY 2018
WITNESS	Date
Signature:	
Name: Naovi onvies	
Address: 56 COROMANDEL RD, ONERO	d'N5
Occupation: SCW7157	

SIGNED by SNPSHOT TRUSTEE LIMITED by:	MLL	
•	Signature of Director	
	MICHAEL STUART Name of Director	GARBNER
	<u>MAY 11 2018</u> Date	
	Signature of Director	
	Name of Director	
	Date	

9. d. d

SIGNED by SNPSHOT TRUSTEE LIMITED by:	**************************************
***	Signature of Director
	Name of Director
	Date
	Signature of Director
	Name of Director
	Date

## **SCHEDULE**

## PATENT APPLICATION

Country	Application No.	Title	Date Filed	AJP Ref
New Zealand	718586	APPARATUS AND METHODS FOR SAMPLING	31 March 2016	797876
New Zealand	725097	APPARATUS AND METHODS FOR SAMPLING	10 October 2016	848092
New Zealand	725831	APPARATUS AND METHODS FOR SAMPLING	2 November 2016	848101
New Zealand	718588	BIOLOGICAL SAMPLER, COLLECTOR AND STORAGE CONTAINER	31 March 2016	795799
New Zealand	725836	BIOLOGICAL SAMPLER, COLLECTOR AND STORAGE CONTAINER	2 November 2016	848094
New Zealand	718587	BIOLOGICAL SAMPLER, COLLECTOR AND STORAGE CONTAINER	31 March 2016	799551
New Zealand	725835	BIOLOGICAL SAMPLER, COLLECTOR AND STORAGE CONTAINER	2 November 2016	848095
New Zealand	719578	A TISSUE SAMPLING CARTRIDGE	29 April 2016	808930
New Zealand	725834	A TISSUE SAMPLING CARTRIDGE	2 November 2016	848096
New Zealand	725837	APPARATUS FOR TISSUE PIERCING AND SAMPLE COLLECTION	2 November 2016	848093

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**RECORDED: 10/05/2018**