

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5243717

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACCELERENZ LIMITED	11/07/2018
RECEIVING PARTY DATA		
Name:	ST REPRODUCTIVE TECHNOLOGIES LLC	
Street Address:	22575 STATE HIGHWAY 6 SOUTH	
City:	NAVASOTA	
State/Country:	TEXAS	
Postal Code:	77868	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	15670950	
Application Number:	14282841	
CORRESPONDENCE DATA		
Fax Number:	(936)870-3115	
<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:	9368703960	
Email:	patents@stgen.com	
Correspondent Name:	ST REPRODUCTIVE TECHNOLOGIES, LLC	
Address Line 1:	ATTN: RYAN CHRISTENSEN	
Address Line 2:	22575 STATE HIGHWAY 6 SOUTH	
Address Line 4:	NAVASOTA, TEXAS 77868	
ATTORNEY DOCKET NUMBER:	ACC-01 (US-1) & (US-2)	
NAME OF SUBMITTER:	RYAN CHRISTENSEN	
SIGNATURE:	/Ryan Christensen/	
DATE SIGNED:	11/19/2018	
Total Attachments: 8		
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

DEED dated

7 November 2018

PARTIES

- (1) **ACCELERENZ LIMITED** ("Assignor")
- (2) **ST REPRODUCTIVE TECHNOLOGIES LLC** ("Assignee")

BACKGROUND

- A. The Assignor is a company specialising in the research and development of technology for use in the monitoring of livestock vital signs and other animal technologies.
- B. The Assignor is the owner of Intellectual Property Rights arising from or relating to the Products.
- C. The parties have entered into an Agreement Relating to the Transfer of Assets, which records the terms on which the Assignor has transferred to the Assignee all of the Assignor's assets (including the Products referred to in this Deed).
- D. In connection with the above Agreement Relating to the Transfer of Assets, the Assignor has also assigned to the Assignee all of the Assignor's Intellectual Property Rights, title and interests in and to the Products.
- E. The parties wish to enter into this Deed to record the assignment of the Products and associated Intellectual Property Rights from the Assignor to the Assignee on and subject to the terms set out in this Deed.

OPERATIVE PART:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Deed, the following definitions shall apply:

Deed means this Deed of Assignment of Intellectual Property Rights.

Effective Date means the date that the Assignor transferred all of the Assignor's assets to the Assignee under the Agreement Relating to the Transfer of Assets being 29 July 2018.

Intellectual Property Rights means all intellectual property rights and industrial property rights owned by the Assignor which relate to, or are comprised within, or arise from any developments, modifications or improvements in and to the Products (including common law rights and interests) including, without limitation:

- (a) registered designs;

- (b) copyright;
- (c) patents and applications for patents;
- (d) registered trade marks and applications for the registration of trade marks;
- (e) domain name registrations;
- (f) the intellectual property rights set out in Schedule Two to this Deed;
- (g) any intellectual property rights in all formulae, techniques, know-how, trade secrets, specifications, designs, procedures, technical specifications, instructions, technical data, plans, and other proprietary rights (including copyright and all other intellectual property rights in each of the foregoing); and
- (h) any other intellectual property rights.

Products means the products as set out in the Schedule One to this Deed and includes all materials associated with those Products.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) reference to "including" means including but not limited to;
- (b) references to clauses, are to clauses in this Deed;
- (c) headings to clauses are included for ease of reference only and are not to have any effect on construction or interpretation; and
- (d) references to a "party" mean a party to this Deed and includes that party's personal representatives, successors and permitted assigns.

2. ASSIGNMENT

2.1 The Assignor assigns to the Assignee, its successors and assigns with effect from the Effective Date:

- (a) its entire rights, title and interest in and to the Products together with the associated Intellectual Property Rights;
- (b) all rights of the Assignor, if any, to lodge any applications for patents or other industrial or intellectual property protection in any jurisdiction in respect of the Products and any modifications, developments or improvements to the Products;
- (c) all rights, powers, privileges and immunities of the Assignor arising or accrued from any invention or any Intellectual Property Rights which may be granted on, or claimed priority from, any of the applications referred to in clause 2.1(b); and

- (d) all rights and entitlements of the Assignor to take action and recover any damages or other legal remedies available to the Assignor for any infringement of the Products or for any breach of the Intellectual Property Rights, whether or not such infringement or breach took place prior to the date of this Deed.

3. ASSIGNOR'S OBLIGATIONS AND ASSURANCES

3.1 The Assignor warrants that as at the Effective Date:

- (a) it has the right to assign the Intellectual Property Rights, title and interests in and to the Products under this Deed;
- (b) the use of any open source content included in the Products and any use by the Assignee of such content shall not infringe the intellectual property rights of any third party;
- (c) the Products do not and will not infringe the intellectual property rights of any third party; and
- (d) to the extent that the Products comprise copyright works, that such copyright works are original works and are not copied in whole or part from any other work.

3.2 The Assignor irrevocably and unconditionally waives all its moral rights in relation to any copyright works to which the Assignor is or may be entitled to in the Products.

3.3 At the request of the Assignee, the Assignor agrees to provide the Assignee full details of the Intellectual Property Rights and, where possible, all original versions or documentation granting or certifying the Intellectual Property Rights.

3.4 The Assignor acknowledges and agrees that:

- (a) to the fullest extent recognised by law or equity, from the Effective Date, the Assignee is the owner and is solely entitled to use and benefit from the Products and the Intellectual Property Rights in the Products and the Assignor will not challenge or dispute that ownership or right of use; and
- (b) it will not perform any act or omission that may infringe or adversely affect the Intellectual Property Rights or the Products.

4. EXECUTION OF DOCUMENTS

4.1 The Assignor will, in respect of the Products and the Intellectual Property Rights in New Zealand and any other country:

- (a) execute all documents and do all acts necessary to assist the Assignee in applying for and obtaining of protection of any Intellectual Property Rights; and
- (b) execute all documents and do all acts necessary to vest any Intellectual Property Rights in the Assignee; and

- (c) execute all documents and do all acts necessary to enable enforcement of any of protection of any Intellectual Property Rights.

4.2 The Assignor irrevocably and unconditionally appoints the Assignee as their attorney to complete and execute such documents which the Assignee in its absolute discretion may deem necessary or desirable in order to accomplish the purposes of this Deed.

5. GENERAL PROVISIONS

5.1 This Deed is governed by, and is to be construed in accordance with, New Zealand law and the parties submit to the exclusive jurisdiction of the New Zealand courts.

5.2 In relation to the subject matter of this Deed:

- (a) this Deed is the whole agreement between the parties; and
- (b) this Deed supersedes all oral and written communications by or on behalf of any of the parties.

5.3 The Assignee may assign or novate its rights and/or obligations under this Deed. The Assignor may only assign or novate its rights and/or obligations under this Deed with the prior consent in writing of the Assignee. Any unconsented assignment or novation shall be null, void and of no effect. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

5.4 Termination or expiry of this Deed will not affect the rights and obligations of the parties that are intended to survive the termination or expiry, together with any other provision to the extent required in order to give effect to surviving provisions.

5.5 If any part or provision of this Deed is held to be invalid, illegal or unenforceable for any reason, that part or provision will be deemed to be deleted from this Deed and the remainder of this Deed will continue in full force and effect.

5.6 A failure, delay or indulgence by a party in exercising any power or right will not operate as a waiver of that power or right, unless in writing by that party.

5.7 A party will not be liable for any delay or failure in the performance of any of the obligations imposed by this Deed, provided that the failure is beyond the reasonable control of that party. This clause does not excuse the consequences of insolvency, financial difficulty or the non-payment of monies due.

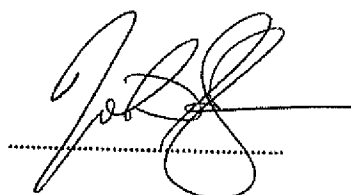
5.8 Any variation to this Deed shall be in writing and signed by the parties.

5.9 This Deed may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. A counterpart signature page of this Deed executed by a party and sent by facsimile or transmitted electronically in Portable Document Format (PDF) shall be treated as an original, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

Executed as a deed.

JOHN C. SHARPE

SIGNED for and on behalf of ACCELERENZ
LIMITED by its sole director in the presence
of:



Witness signature Tuan

Witness name: Tuan Spil

Occupation: 3D Vision Eng.

Address: 5 Palmerston St.
Hamilton

SIGNED for and on behalf of)
ST REPRODUCTIVE TECHNOLOGIES LLC)
by a duly authorised signatory:)

.....

Executed as a deed.

SIGNED for and on behalf of ACCELERENZ
LIMITED by its sole director in the presence
of:

Witness signature

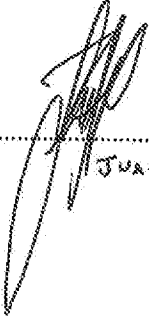
Witness name:

Occupation:

Address:

SIGNED for and on behalf of
ST REPRODUCTIVE TECHNOLOGIES LLC
by a duly authorised signatory:

)
)
)



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JUAN MORENO, CEO

**SCHEDULE ONE
PRODUCTS**

1. **Tubul**
 - PCB
 - Schematic
 - Bill of materials
 - Housing
 - Mesh template
 - Paper template
 - Pre-built binary files
2. **Tubul Text Fixture**
 - Models
 - Schematic
 - PCB
3. **Relay**
 - Schematic
 - PCB
 - Bill of materials
 - Drilling guide
 - Pre-built binary files
 - XBee configuration
4. **Base station**
 - Bill of materials
 - Drilling guide
 - XBee configuration

**SCHEDULE TWO
INTELLECTUAL PROPERTY RIGHTS**

Patents:

Title	Country	Application Number	Filing Date	Status
Sensor Apparatus and Associated Systems and Methods	AU	2014270036	12/18/2015	Pending
Sensor Apparatus and Associated Systems and Methods	CA	2,913,171	11/20/2015	Pending
Sensor Apparatus and Associated Systems and Methods	EP	14801028.3	12/17/2015	Pending
Sensor Apparatus and Associated Systems and Methods	NZ	NZ 610787	5/20/2013	Expired
Sensor Apparatus and Associated Systems and Methods	NZ	NZ 611703	6/7/2013	Expired
Sensor Apparatus and Associated Systems and Methods	NZ	715344	12/18/2015	Pending
Sensor Apparatus and Associated Systems and Methods	US	14/282,841	5/20/2014	Pending
Sensor Apparatus and Associated Systems and Methods	US	15/670,950	8/7/2017	Pending
Sensor Apparatus and Associated Systems and Methods	WO	PCT/IB2014/001607	5/20/2014	Expired

Trade Marks:

N/A

Domain Names:

- www.boviboss.com
- www.accelerenz.com

Registered designs:

N/A

Copyrights:

Any and all copyrights in software, source code; object code, APIs, designs; schematics, instruction manuals and the like incorporated in or embodied in the Products.