

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5337918

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OTAGO INNOVATION LIMITED	11/07/2018
RECEIVING PARTY DATA	
Name:	WOOL RESEARCH ORGANISATION OF NEW ZEALAND INCORPORATED
Street Address:	BOA & ASSOCIATES CHARTERED ACCOUNTANTS
Internal Address:	249 CRANFORD ST, ST ALBANS
City:	CHRISTCHURCH
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 2	
Property Type	Number
PCT Number:	NZ2017050052
Application Number:	62330376
CORRESPONDENCE DATA	
Fax Number:	(801)355-7901
<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:	801-355-7900
Email:	khooper@brinksgilson.com
Correspondent Name:	BRINKS GILSON & LIONE
Address Line 1:	405 S. MAIN STREET, SUITE 1000
Address Line 4:	SALT LAKE CITY, UTAH 84111
ATTORNEY DOCKET NUMBER:	16574-3
NAME OF SUBMITTER:	RYAN L. MARSHALL
SIGNATURE:	/Ryan L. Marshall/
DATE SIGNED:	01/23/2019
Total Attachments: 6	
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SCHEDULE 2
DEED OF ASSIGNMENT OF PATENT RIGHTS

OTAGO INNOVATION LIMITED
WOOL RESEARCH ORGANISATION OF NEW ZEALAND
INCORPORATED

DEED OF ASSIGNMENT OF
PATENT RIGHTS
"TREATMENT OF KERATIN-CONTAINING
BIOLOGICAL MATERIALS"

PARTIES

OTAGO INNOVATION LIMITED, a New Zealand company having its registered office at the Centre for Innovation, 87 St David Street, Dunedin, New Zealand ("**Assignor**")

WOOL RESEARCH ORGANISATION OF NEW ZEALAND INCORPORATED, a New Zealand incorporated society whose registered office is located at Boa & Associates Chartered Accountants, 249 Cranford St, St Albans, Christchurch ("**Assignee**")

INTRODUCTION

- A. The Assignor is the owner of the Patent Rights.
- B. The Assignor has agreed to assign, and the Assignee has agreed to accept, the Patent Rights on the terms and conditions set out below.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

"Inventions" means the inventions, processes or products the subject of the Patent Applications;

"Patent Applications" means the patent applications identified in Schedule I of this deed; and

"Patent Rights" means all patent rights in and to the Inventions as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Inventions in any country;
- (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) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Applications together with:
 - (i) any patent that may be granted pursuant to the Patent Applications; 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 Applications 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, 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 the Patent Rights.
- 2.2 **Rights of action:** The assignments effected by clause 2.1 include the assignment and transfer of all rights of action, powers and benefits arising from the legal ownership of the Patent Rights including 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.

3. EXECUTION OF DOCUMENTS

- 3.1 If requested by the Assignee, the Assignor shall at the Assignee's expense:
- (a) assist the Assignee in applying for and obtaining protection of the Patent Rights with the understanding and the intention that all rights, title and interest to such applications and any granted protection is to exclusively vest in the Assignee; and
 - (b) execute all documents, give such assistance and do all other acts and things which may be necessary or desirable to apply for and obtain protection of the Patent Rights, vest all rights, title and interest in any such protection in the Assignee, enable enforcement of any of the Patent Rights, defeat any challenge to the validity of any of the Patent Rights and otherwise to implement and carry out its obligations under this deed.

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 pdf 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 pdf 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 **OTAGO INNOVATION**
LIMITED by:


Signature of Director

Name of Director
07/11/2018
Date

Signature of Director
Anna Campbell
Name of Director
15/11/18
Date

SIGNED by **WOOL RESEARCH**
ORGANISATION OF NEW ZEALAND
INCORPORATED under its common seal
by:

Signature of Director

Name of Director

Date

Signature of Director

Name of Director

Date

SIGNED AS A DEED

SIGNED by OTAGO INNOVATION LIMITED by:

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Signature of Director

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Name of Director

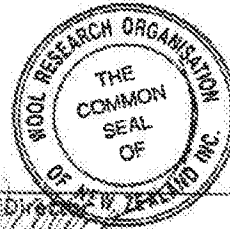
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Date

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Signature of Director

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Name of Director

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Date

SIGNED by WOOL RESEARCH ORGANISATION OF NEW ZEALAND INCORPORATED under its common seal by:



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Signature of Director

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Name of Director

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Date

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Signature of Director

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Name of Director

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Date

SCHEDULE I: PATENT APPLICATIONS

Jurisdiction	Patent Application No.	Filing Date
United States	62/330,376	2 May 2016
PCT	PCT/NZ2017/050052	2 May 2017