

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6154410

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CLAIRE MARY CLARK	06/08/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	LINCOLN AGRITECH LIMITED	
<b>Street Address:</b>	BOYD-CLARK BUILDING, ENGINEERING DRIVE	
<b>Internal Address:</b>	LINCOLN UNIVERSITY, CNR SPRINGS & ELLESMERE JUNCTION ROADS	
<b>City:</b>	LINCOLN	
<b>State/Country:</b>	NEW ZEALAND	
<b>Postal Code:</b>	7674	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16648196
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(801)531-9168	
<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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<b>ATTORNEY DOCKET NUMBER:</b>	3853.05-P15378US	
<b>NAME OF SUBMITTER:</b>	JAMES C. WATSON	
<b>SIGNATURE:</b>	/James C. Watson/	
<b>DATE SIGNED:</b>	06/15/2020	
<b>Total Attachments: 4</b>		
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## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

### PARTIES

**CLAIRE MARY CLARK**, a New Zealand citizen of 24 Marlowe Place, Rolleston 7614, New Zealand ("Assignor")

**LINCOLN AGRITECH LIMITED**, a New Zealand company of Boyd-Clark Building, Engineering Drive, Lincoln University, Cnr Springs & Ellesmere Junction Roads, Lincoln, New Zealand ("Assignee")

### BACKGROUND

- A. The Assignor is an inventor of the Invention that is described and claimed in the Patent Applications.
- B. NEIL FRANCIS PASCO (deceased) was also an inventor the Invention that is described and claimed in the Patent Applications.
- C. The Assignor has agreed to assign to the Assignee all of the Assignor's rights in, title to and interest in the Invention, the Patent Applications and all associated intellectual property rights on the terms and conditions set out below.

### 1. DEFINITIONS

1.1 In this Deed, including the Background, the following words have the following meanings:

**"Copyright"** means:

- (a) all copyrights, and all rights in the nature of copyright, in any original software, designs (including industrially applied designs), artistic, literary or other works, including the right to apply for registered copyright protection; and
- (b) any database rights,

comprising or 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 relating 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 application referred to in paragraph (a) immediately above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights.

**"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 registerable, including, but not limited to, Patent Rights, Copyright, Design Rights, and Know-How.

**"Invention"** means an invention that is described and claimed in the Patent Applications, and includes any and all improvements, modifications, developments or amendments made at any time up to the date of signing this Deed.

**"Know-How"** means all data, information, knowledge, formulae, methods, processes, and techniques possessed by the Assignor and relating to the Invention, including all knowledge about methods and processes for making or using the Invention, whether or not in a recorded form.

**"Patent Applications"** means the patent applications identified in the Schedule.

**"Patent Rights"** means all 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 obtain one or more 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 referred to in paragraph (a) immediately above;
- (c) all rights conferred by any patents in respect of the Invention, or similar forms of protection, when granted; and
- (d) all rights conferred by any such patents, together with:
  - a. any patents that may be granted pursuant to the Patent Applications; and
  - b. any future patents and patent applications that are based on or derive priority from or have equivalent claims to the patents or patent applications in any country in the world (including divisionals, continuations, continuations-in-part, supplementary protection certificates, re-issues, re-examinations, extensions, innovation patents, and utility models).

## **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 the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee absolutely all of their rights, title and interest to and in the Invention, the Patent Applications and the Intellectual Property Rights.

**2.2 Rights of action:** The assignment effected by clause 2.1 includes the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property 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 to apply for and obtain protection of the Intellectual Property Rights with the understanding and the intention that all title and interest in and to such applications and any granted protection is to vest exclusively in the Assignee; and
- (b) execute all documents, procure the making of any declarations or oaths necessary or required by law, and do all other reasonable acts and things which may be necessary or desirable to apply for and obtain protection of the Intellectual Property Rights, to vest legal title and beneficial interest in any such protection in the Assignee, to enable maintenance and enforcement of any of the Intellectual Property 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:**

(a) 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.

(b) 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 CLAIRE MARY CLARK**

Claire Clark  
Signature  
08 Jun 20  
Date

**WITNESS**

In the presence of:

[Signature]  
Signature of Witness

Yvonne de Vries  
Name

CHRIS PATTURCH  
Address

P.A. to CEO  
Occupation

**SIGNED by LINCOLN AGRITECH LIMITED**

[Signature]  
Signature of CEO  
8 Jun 2020  
Date

**WITNESS**

In the presence of:

[Signature]  
Signature of Witness

Sophie Rebeck  
Name

Christchurch  
Address

GM BDM  
Occupation

**SCHEDULE  
PATENT APPLICATIONS**

Country	Application No.	Title	Date Filed
PCT	PCT/NZ2018/050125	Flow Cell	19 September 2018
Australia	2018334994	Flow Cell	19 September 2018
Europe	18858736.4	Flow Cell	19 September 2018
New Zealand	762838	Flow Cell	19 September 2018
United States	16/648,196	Flow Cell	19 September 2018