

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6413505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
	Name	Execution Date	
	PALATASA HAVEA	11/25/2011	
	JOHN EDWARD GRANT	11/29/2011	
	MICHAEL JIU WAI HII	11/22/2011	
	PETER GILBERT WILES	12/01/2011	
RECEIVING PARTY DATA			
Name:	FONTERRA CO-OPERATIVE GROUP LIMITED		
Street Address:	9 PRINCES STREET		
City:	AUCKLAND		
State/Country:	NEW ZEALAND		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	
	Application Number:	16214548	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
<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:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP		
Address Line 1:	2040 MAIN STREET		
Address Line 2:	14TH FLOOR		
Address Line 4:	IRVINE, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	DAIRY86.005C2		
NAME OF SUBMITTER:	BRYAN JOHNSON		
SIGNATURE:	/Bryan Johnson/		
DATE SIGNED:	11/20/2020		
Total Attachments: 10			
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PALATASA HAVEA

JOHN EDWARD GRANT

MICHAEL JIU WAI HII

PETER GILBERT WILES

FONTERRA CO-OPERATIVE GROUP LIMITED

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS



PARTIES

PALATASA HAVEA, a Tongan citizen of Fonterra Research Centre, Dairy Farm Road, Palmerston North, New Zealand ("First Assignor")

JOHN EDWARD GRANT, a New Zealand citizen of Fonterra Research Centre, Dairy Farm Road, Palmerston North, New Zealand ("Second Assignor")

MICHAEL JIU WAI HUI, a Malaysian citizen of Fonterra Research Centre, Dairy Farm Road, Palmerston North, New Zealand ("Third Assignor")

PETER GILBERT WILES, a New Zealand citizen of Fonterra Research Centre, Dairy Farm Road, Palmerston North, New Zealand ("Fourth Assignor")

FONTERRA CO-OPERATIVE GROUP LIMITED a New Zealand company whose registered office is located at 9 Princes Street, Auckland, New Zealand ("Assignee")

INTRODUCTION

- A. The Assignors have devised or contributed to the Invention during the course of their employment by the Assignee.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. To the extent that each of the Assignors owns any of the Invention or the Intellectual Property Rights, each of the Assignors have 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, the Second Assignor, the Third Assignor, and the Fourth Assignor;

"Copyright" means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; 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 in relation 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 such application or applications referred to in paragraph (a) 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 registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

“Invention” means any and all inventions the subject of the Patent Applications;

“Know-How” means any information, knowledge, experience, data and designs in the possession of either of the Assignors of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

“Patent Applications” means the patent application(s) 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 obtain 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 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 each of the Assignors, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, each of the Assignors hereby assign to the Assignee absolutely all of their rights, title and interest in and to:
- (a) the Invention;
 - (b) the Intellectual Property Rights; and
 - (c) the Know-How and the full unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).
- 2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:
- (a) 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 prior to, on or after the date of this deed; and
 - (b) all rights of ownership of any materials that form part of the Know-How.
- 2.3 **Moral rights:** The Assignors waive all of their moral rights arising from the Invention throughout the world, to the extent that they may lawfully do so.

3. KNOW-HOW

- 3.1 **Provision of Know-How:** Each of the Assignors will, at the request of the Assignee and to the extent outstanding:
- (a) disclose to the Assignee in writing all Know-How known to them;
 - (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
 - (c) where possible, provide all original versions of the Invention and any materials that form part of the Know-How.
- 3.2 **Confidentiality:**
- (a) The Assignors agree to treat all information relating to the Invention, the Know-How and the Intellectual Property Rights as secret and confidential.
 - (b) Following the execution of this deed, the Assignors will not use, disclose or publish the information referred to in paragraph (a) above without the Assignee's prior written consent.

- (c) These obligations of confidentiality will not extend to any information that is or becomes generally available to the public through no act or default of the Assignors. If either of the Assignors become aware of any actual or potential loss of secrecy or confidentiality in respect of such information, such of the Assignors will promptly advise the Assignee of such matter.

4. IMPROVEMENTS

- 4.1 **Disclosure:** Following the date of this deed, each of the Assignors, while employed by the Assignee or under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:

- (a) the Invention;
- (b) any original artistic, literary or other works relating to the Invention; and
- (c) any designs to be applied to the articles of or relating to the Invention, devised, created, designed, contributed to or acquired by them ("Improvements").

4.2 Ownership of Improvements:

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements. To the extent that any Improvements and such intellectual property rights do not on their creation vest in the Assignee but vest in one or more of the Assignors, such Assignors will hold such Improvements and intellectual property rights on trust for the Assignee.
- (b) The Assignors to whom paragraph (a) above applies will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
 - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in such Improvements; or
 - (ii) file a protective application for such Improvements and intellectual property rights and/or defend such protective application.

5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

- 5.1 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:
 - (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
 - (b) vest any such protection referred to in paragraph (a) in the Assignee;

- (c) amend, maintain or renew any such protection referred to in paragraph (a);
- (d) assist the Assignee to:
 - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
 - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
 - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
 - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and
- (e) otherwise implement and carry out their obligations under this deed.

6. POWER OF ATTORNEY

6.1 Appointment:

- (a) Each of the Assignors hereby irrevocably appoints the Assignee to be their attorney to execute all documents, do all things and exercise such powers in the name of each of them and on behalf of each of them, as are necessary to fulfil the obligations of each of them under clause 5.1.
- (b) The powers in clause 6.1(a) may be exercised by the Assignee whether or not the Assignee has first requested the Assignors to whom paragraph (a) above applies to fulfil the obligations of each of them under clause 5.1.

6.2 **Substitution:** The Assignee may substitute one or more attorneys in its place with full power and authority to execute and perform all or any of the powers vested in the Assignee under this clause 6, and from time to time to remove and replace such substitute.

6.3 **Enquiry as to proprietary or expediency:** No person dealing with the Assignee will be concerned to see or enquire as to the propriety or expediency of any assurance, act, matter or thing that the Assignee does, or purports, or agrees to do or perform in the name of the Assignors by virtue of the provisions of this clause 6.

6.4 **Ratification:** Each of the Assignors will, if required by the Assignee, ratify and confirm everything done by the Assignee in the exercise or purported exercise in good faith of the powers conferred by this clause 6.

6.5 **Certificate:** Any person dealing in good faith with the Assignee as the attorney of either of the Assignors may accept a certificate signed by the Assignee, to the effect that the Assignee

has not received notice of the revocation of the power of attorney created under this clause 6, as conclusive evidence that such power of attorney has not been revoked.

7. GENERAL

7.1 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.

7.2 Entire agreement: This deed contains the whole of the contract and understanding between the parties relating to the matters covered by it and supersedes all prior representations, agreements, statements and understandings between the parties relating to those matters, whether verbal or in writing.

7.3 Facsimile counterparts:

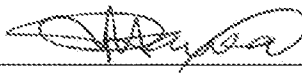
(a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.

(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 copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

7.4 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 **PALATASA HAVEA** in the presence of:

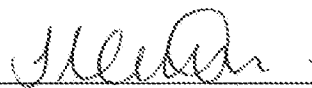


Signature

25/11/11

Date

WITNESS

Signature: 
Name: Samantha Mareon
Address: 95 Churchill Avenue, Palmerston North, NZ
Occupation: PA

SIGNED by JOHN EDWARD GRANT in
the presence of:

Signature

Date

WITNESS

Signature:

Name:

Address:

Occupation:

SIGNED by MICHAEL JIU WAI HUI in
the presence of:

Signature

Date

WITNESS

Signature:

Name:

Address:

Occupation:

SIGNED by PETER GILBERT WILES in
the presence of:

Signature

Date

WITNESS

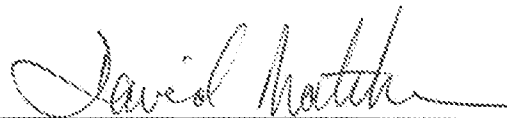
Signature:

Name:

Address:

Occupation:

SIGNED by FONTERRA CO-
OPERATIVE GROUP LIMITED by its
duly authorised attorney in the presence of:



Signature of David Allan Matthews, attorney

16 January 2012

Date

WITNESS:

Signature: PH Nicholson

Name: David Nicholson

Address: Auckland

Occupation: Personal

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

I, DAVID ALLAN MATTHEWS of Auckland, New Zealand, General Counsel of Fonterra Co-operative Group Limited, certify:

1. That by deed dated 24 October 2006, FONTERRA CO-OPERATIVE GROUP LIMITED of 9 Princes Street, Auckland, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



David Allan Matthews

SIGNED at Auckland, New Zealand this 16th day of January 2012

SCHEDULE
PATENT APPLICATIONS

Country	Application Nos.	Title	Date Filed
New Zealand	583320	DAIRY PRODUCT AND PROCESS	15 February 2010
	584660	DAIRY PRODUCT AND PROCESS	15 April 2010
PCT and elsewhere	PCT/NZ2010/000072 and national phase applications derived from PCT/NZ2010/000072	DAIRY PRODUCT AND PROCESS	15 April 2010