

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6466930

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TOSHI MARIE FOSTER	12/12/2014
RECEIVING PARTY DATA	
Name:	THE NEW ZEALAND INSTITUTE FOR PLANT AND FOOD RESEARCH LIMITED
Street Address:	120 MT. ALBERT ROAD, MT. ALBERT
City:	AUCKLAND
State/Country:	NEW ZEALAND
Postal Code:	1025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17124378
CORRESPONDENCE DATA	
Fax Number:	(312)616-5700
<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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Address Line 4:	BOULDER, COLORADO 80301
ATTORNEY DOCKET NUMBER:	338666: 51-18A
NAME OF SUBMITTER:	MICHAEL CURTIS
SIGNATURE:	/michaelcurtisREG54053/
DATE SIGNED:	12/23/2020
Total Attachments: 6	
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TOSHI MARIE FOSTER

**THE NEW ZEALAND INSTITUTE FOR PLANT AND FOOD
RESEARCH LIMITED**

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

TOSHI MARIE FOSTER a New Zealand citizen of 136 Pohangina Valley East Road, RD 14, Ashhurst 4884, New Zealand (**Assignor**)

THE NEW ZEALAND INSTITUTE FOR PLANT AND FOOD RESEARCH LIMITED, a Crown Research Institute established under the Crown Research Institutes Act 1992, at 120 Mt Albert Road, Mt Albert, Auckland 1025, New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignor has devised or contributed to the Invention either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. The Assignor 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:

Assignor means the 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 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 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 Application together with:
 - (i) any patent that may be granted pursuant to the Patent Application; 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 Application 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 their rights, title and interest in and to:

- (a) the Invention; and
- (b) the Intellectual Property Rights.

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 Assignor waives all of their moral rights arising from the Invention 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 Assignor 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 **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.
- 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 **TOSHI MARIE FOSTER** in the presence of: Kevin Davies

Toshi Marie Foster
Signature

12.12.14
Date

WITNESS

Signature: [Signature]

Name: KEVIN DAVIES

Address: PLANT AND FOOD RESEARCH

Occupation: SCIENTIST

SIGNED by **THE NEW ZEALAND INSTITUTE FOR PLANT AND FOOD RESEARCH LIMITED** by:

Signature of Director

Name of Director

Date

Signature of Director

Name of Director

Date

[Signature]
Signature of Authorised Signatory

SUE MUGGLESTON
Name of Authorised Signatory

IP MANAGER
Title of Authorised Signatory

15/12/2014
Date

WITNESS

Signature: [Signature]

Name: Daria Pavlovic

Address: 69 Burnley Ter, Auckland

Occupation: IP Coordinator

Date: 15/12/14

**SCHEDULE
PATENT APPLICATION**

Country	Application No.	Title	Date Filed
New Zealand	702864	Compositions and methods for manipulating the development of plants	10 December 2014

Deed of assignment:6960846_1.

RECORDED: 12/23/2020

**PATENT
REEL: 054740 FRAME: 0082**