

RICHARD JORDAN OLIVER

RODERICK MUNRO MCDONALD

VINCENT ANDREW MCGLONE

RICHARD JOHN SEELYE

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

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

RICHARD JORDAN OLIVER, a New Zealand citizen, of 2 Cowen Place, Chartwell, Hamilton 3210, New Zealand (**First Assignor**)

RODERICK MUNRO MCDONALD, a New Zealand citizen, of 29 Claude Street, Fairfield, Hamilton 3214, New Zealand (**Second Assignor**)

VINCENT ANDREW MCGLONE, a New Zealand citizen, of 18 May Street, Hamilton East, Hamilton 3216, New Zealand (**Third Assignor**)

RICHARD JOHN SEELYE, a New Zealand citizen, of 83b Mardon Road, Enderley, Hamilton 3214, New Zealand (**Fourth Assignor**)

THE NEW ZEALAND INSTITUTE FOR PLANT AND FOOD RESEARCH LIMITED of 120 Mt Albert Road Mt Albert Auckland 1025 New Zealand (**Assignee**)

INTRODUCTION

- A. The Assignors have devised or contributed to the Inventions either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Inventions and the Intellectual Property Rights.
- C. Each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Inventions 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, Second, Third and Fourth Assignors;

Copyright means all:

- (a) copyrights in any original artistic, literary and other works; and
- (b) database rights,

relating to the Inventions 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 Inventions 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 Inventions 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 as improved, modified, developed or amended at any time up to the date of signing of this deed;

Patent Applications means the patent applications 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 the right to be granted 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 patent 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 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Assignors, the Assignors hereby each assign to the Assignee absolutely all of their rights, title and interest in and to:

- (a) the Inventions; and
- (b) the Intellectual Property Rights,

to the extent that the Assignor holds any such rights, title and interest as at the date of this deed.

- 2.2 **Rights of action:** The assignment 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 Assignors waive all of their moral rights relating to Copyright works 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 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 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 **Counterparts:**
- (a) This deed may be executed in any number of counterparts (including facsimile and electronically scanned 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 electronically scanned 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 **RICHARD JORDAN OLIVER**
in the presence of:


Signature

Date

2/11/2017

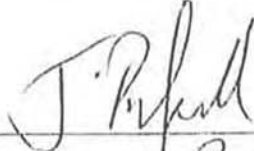
WITNESS

Signature:

Name:

Address:

Occupation:



James Pinfold

18 Earlswood Ave, Hamilton

Technologist

SIGNED by **RODERICK MUNRO**
MCDONALD in the presence of:


Signature

Date

13 Nov. 2017.

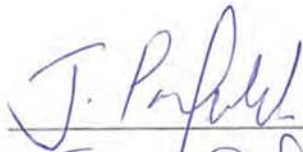
WITNESS

Signature:

Name:

Address:

Occupation:



James Pinfold

18 Earlswood Ave, Hamilton

Technologist

**SIGNED by VINCENT ANDREW
MCGLONE** in the presence of:


Signature

8/11/17
Date

WITNESS

Signature: Nathan Towner

Name: Nathan Towner

Address: 10 Jobc Rd Hamilton 3210

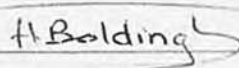
Occupation: Research Technologist

SIGNED by RICHARD JOHN SEELYE in
the presence of:


Signature

10/11/17
Date

WITNESS

Signature: 

Name: Helen Bolding

Address: 4 Lachlan drive Hamilton

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

Sue Muggleston
SUE MUGGLESTON

Name of Authorised Signatory

IP MANAGER

Title of Authorised Signatory

Date

14/11/17

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

Date: _____

Samantha Buttmore

Samantha Buttmore

63 / 3 Wagerer Place, Mt Albert

Intellectual Property Coordinator

14 / 11 / 17

**SCHEDULE
PATENT APPLICATIONS**

Country	Application No.	Title	Date Filed
New Zealand	735819	METHOD AND SYSTEM FOR ASSESSING DRY MATTER IN HORTICULTURAL PRODUCTS	26 September 2017
New Zealand	735829	METHOD FOR ASSESSING DRY MATTER IN HORTICULTURAL PRODUCTS	26 September 2017