



Señora

Edna Marcela Ramírez Orozco

Directora de Nuevas Creaciones

Superintendencia de Industria y Comercio

E. S. D.

Referencia: Solicitud de Diseño Industrial denominado **COMBINACIÓN HERBICIDA.**

Asunto: Respuesta al Requerimiento No. 2843 de 3 de marzo de 2022.

Expediente No. NC2022/0001180

Juan Carlos Cuesta Quintero, mayor de edad, identificado como aparece al pie de mí firma, obrando en mi calidad de apoderado de **UPL CORPORATION LIMITED, UPL DO BRASIL INDUSTRIA E COMERCIO DE INSUMOS AGROPECUARIOS S.A.**, doy respuesta al Oficio No. 2843 de 3 de marzo de 2022, bajo los siguientes términos:

1. Poder

El Examinador manifiesta que se debe allegar el poder debidamente conferido al abogado que se menciona como apoderado de la solicitud.

En respuesta a lo indicado por el Examinador, junto al presente memorial se adjunta el poder debidamente conferido al abogado, Juan Carlos Cuesta Quintero, apoderado de la sociedad **UPL CORPORATION LIMITED, UPL DO BRASIL INDUSTRIA E COMERCIO DE INSUMOS AGROPECUARIOS S.A.**

2. Cesión.

Sobre el particular, el Examinador indica que la solicitud no contiene la copia del documento que dé cuenta de la cesión del derecho a la patente de los inventores al solicitante o a su causante.

Adjunto se remite el documento de cesión, debidamente suscrito por parte de los inventores y representantes de las sociedades **UPL CORPORATION LIMITED, UPL DO BRASIL INDUSTRIA E COMERCIO DE INSUMOS AGROPECUARIOS S.A.**

En consecuencia, le pedimos amablemente al examinador que conceda el registro de la presente



solicitud dado que la misma cumple con los requisitos de registrabilidad definidos en la Decisión 486 de 2000.

Cordialmente,

A handwritten signature in black ink, which appears to read 'Juan Carlos Cuesta Quintero'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Juan Carlos Cuesta Quintero.

C.C. 79.339.809 de Bogotá

T.P. 43.273 del C.S. de la J.

POWER OF ATTORNEY

PODER ESPECIAL

I (we), the undersigned Juan Pedro Vallejo López by the rights that I (we) represent and acting as Legal Representative(s) of **UPL Corporation Limited** an organization existing under the laws of **Mauritius** and in present execution of its (social) objective, domiciled at 5th Floor Newport Building, Louis Pasteur Street Port Louis, MU, do hereby grant POWER OF ATTORNEY to Mr. Juan Carlos Cuesta Quintero and/or Mrs. Diana Romero Calvo, members of Cuesta & Associates Ltda., residing in Bogotá, Colombia, and identified with CC 79.339.809 and CC 52.250.482 and with professional card 43..273 CSJ and 121.002 CSJ, respectively, to act on behalf of grantor before any entity, authority and/or person, specially before those Administrative, Contentious-Administrative, Judicial and/or any other, in all matters concerning the following:

1.- To file, obtain and/or register any of the type of Intellectual and Industrial Property right, such as: Patents of Inventions and Model Utility Patents; Industrial Designs, Trademarks, Slogans, Trade Names and emblems or ensigns, and Appellations of Origin; copyrights in any of their presentations (display); sanitary registrations, operating authorizations and/or licenses; as well as their renewals or extensions, assignments, changes of name and/or domicile, agreements and licenses, domain names applications, non-use actions, among others.

2. - To bring actions of opposition, observances, infringement or refutation, reconsideration, complaints, appeals or legal recourses, cancellation, nullity and other actions related with rights derived from the above-mentioned matters and against the unfair competition, as well as to intervene or participate in Civil, Commercial, Criminal, or Contentious-Administrative Trials; in actions or lawsuits or litigation's that grantor initiates or are initiated against him.

3.- For this mandate to be sufficient enough for all the matters referenced above, I (we) do hereby expressly grant full and ample POWER OF ATTORNEY to exercise the special rights established under article 77 of the General Procedure Code, namely, to file extra-procedural precautionary measures and evidences, and other preparatory acts of the process. Also, to move forward the entire procedure, to file precautionary measures, to lodge an ordinary cassation appeal and an annulment, as well as all subsequent proceedings as a result of the judgment and take enforced collection action in them. To conciliate, settle, submit to arbitration, waive legal proceedings, render estimated oath, make all legal claims for the purpose that it deems appropriate; and to receive the object related to the litigation or to take possession of the said object. Attorneys may execute any other act that requires a special clause for any or all provisions contained in this instrument.

Yo (nosotros), Juan Pedro Vallejo López abajo firmante(s), por los derechos que represento(amos) en mi(nuestra) calidad de REPRESENTANTE LEGAL de la sociedad **UPL Corporation Limited**, constituida bajo las leyes de **Mauritius** y en actual cumplimiento de su objeto social, con domicilio en 5th Floor Newport Building, Louis Pasteur Street Port Louis, MU, por el presente instrumento confiero PODER ESPECIAL a favor de Juan Carlos Cuesta Quintero y/o Diana Romero Calvo, miembros de la firma Cuesta & Asociados Ltda., domiciliados en Bogotá, Colombia, identificados con C.C. 79.339.809 y CC 52.250.482 y Tarjetas Profesionales 43.273 CSJ y 121.002 CSJ, respectivamente, para que actuando a nombre del (de la) otorgante lo (la) represente(n) ante cualquier entidad, autoridad, y/o persona, especialmente ante las del orden Administrativo, Contencioso-Administrativo, Judicial y/o de cualquier otra que fuere, en todo lo referente a los siguientes asuntos:

1.- Solicitar, tramitar, inscribir y/o registrar cualquiera de las modalidades de Propiedad Industrial, esto es, las Patentes de Invención y Modelos de Utilidad; los Diseños Industriales; los Signos Distintivos, como: Marcas, Lemas, Nombres y Enseñas Comerciales y Denominaciones de Origen; Derechos de Autor; Registros Sanitarios y de Variedades Vegetales; así como sus renovaciones o prórrogas, transferencias, cambios de nombre y/o domicilio, contratos y licencias, solicitud de nombres de dominio, notificación de/presentación de acciones de cancelación, entre otras.

2.- Ejercer acciones de oposición, observación, impugnación, reposición, apelación, cancelación, nulidad y demás que se relacionen con derechos derivados de los asuntos indicados y en contra de la competencia desleal, así como intervenir en Juicios Civiles, Comerciales, Penales, Contencioso-Administrativos, en acciones o juicios que promueva o se promuevan en contra del (la) mandante.

3.- Para que en todos los asuntos arriba mencionados este mandato sea suficiente, confiero expresamente este Poder amplio y suficiente, para ejercer las facultades especiales establecidas en el artículo 77 del Código General del Proceso, esto es: solicitar medidas cautelares extraprocesales, pruebas extraprocesales y demás actos preparatorios del proceso, adelantar todo el trámite de este, solicitar medidas cautelares, interponer recursos ordinarios, de casación y de anulación y realizar las actuaciones posteriores que sean consecuencia de la sentencia y se cumplan en el mismo expediente, y cobrar ejecutivamente las condenas impuestas en aquella. Conciliar, transgredir, comprometer el pleito de árbitros, desistir del pleito, prestar juramento estimatorio, formular todas las pretensiones que estimen consecuentes; y recibir la cosa sobre la cual verse el litigio o tomar posesión de ella. Los mandatarios podrán ejecutar cualquier otro acto que requiera de clausula especial para cualquiera o todas las disposiciones que se mencionan en este instrumento.

4. - To exercise Judicial Proxy and to ratify or not the officious agency. Attorneys may also grant power of attorney over the same to act in and out of the Colombian territory.

5. - To substitute or delegate this Power of Attorney to act in Colombia and abroad in favor of other or others and to revoke such substitutions or delegations.

6. - The power to act in a process enables the Attorney to receive early notification of the admission of the claim or execution order, to make a damage appraising oath and spontaneously confess. Any restriction under these faculties shall be taken as not written. The power also enables the Attorney to counterclaim and represent to the grantor in everything related with the counterclaim and intervention of other parts or third parties.

7. - It is expressly stated that attributions listed under this Power of Attorney are merely exemplifying and not limitative of other implicit attributions, therefore, the attorneys -in fact- are authorized to exercise without any restriction whatsoever, all the rights granted by the law in force and/or with the legislation to be enacted in the future, related and/or resulting and/or are the consequence of the subject of this Power and regarding all hereby stated.

Granted and signed at Madrid on March 16, 2020



Signature

Signed: Juan Pedro Vallejo López

Title: Legal Representative

4.- Ejercer Procuración Judicial, y ratificar o no la agencia oficiosa. Los mandatarios quedan facultados para conferir poder en los asuntos aquí mencionados, para actuar bien dentro o fuera del territorio colombiano.

5.- Sustituir o delegar el presente Poder y revocar tales sustituciones o delegaciones.

6.- El poder para actuar en un proceso habilita al apoderado para recibir la notificación del auto admisorio de la demanda o del mandamiento ejecutivo, prestar juramente estimatorio y confesar espontáneamente. Cualquier restricción sobre tales facultades se tendrá por no escrita. El poder también habilita al apoderado para reconvenir y representar al poderdante en todo lo relacionado con la reconvencción y la intervención de otras partes o de terceros.

7.- Se deja expresa constancia que las facultades enumeradas en este mandato son meramente ejemplificativas y no limitativas de otras facultades implícitas, por cuyo motivo, los mandatarios están autorizados a ejercer, sin restricción alguna, todos los derechos de acuerdo con la ley vigente y/o con la legislación que se promulgue en el futuro, se relacionen y/o emerjan y/o sean consecuencia del objeto del presente Poder y en razón de lo aquí expresado.

Dado y firmado en Madrid a 16 de marzo de 2020



Firma

Firmado: Juan Pedro Vallejo López

Cargo: Legal Representative

PODER ESPECIAL

D./Dña. **Juan Pedro Vallejo López**

en nombre y representación de **UPL DO BRASIL, INDÚSTRIA E COMERCIO DE INSUMOS AGROPECUÁRIOS S.A.**
domiciliada en **Avenida Maeda, Distrito Industrial, Ituverava/SP 14.500-000 Cep (BR)**

por la presente otorga PODER ESPECIAL a Juan Carlos Cuesta Quintero y/o Diana Romero Calvo, miembros de la firma Cuesta & Asociados Ltda., domiciliados en Bogotá, Colombia, identificados con C.C. 79.339.809 y CC 52.250.482 y Tarjetas Profesionales 43.273 CSJ y 121.002 CSJ, respectivamente, de forma que cada uno, actuando juntos o por separado:

- I. realizar todas las formalidades precisas para la solicitud, tramitación, mantenimiento, defensa y actos contra posibles infractores de cualquiera de los derechos de propiedad intelectual de la compañía en Colombia;
- II. en concreto, los representantes designados están habilitados para solicitar, tramitar, modificar o desistir solicitudes relacionadas con todo tipo de patentes, modelos de utilidad, diseños, marcas, nombres comerciales, slogans, derechos de autor y otros derechos de propiedad intelectual, incluyendo dar contestación a cualquier tipo de acción oficial, la presentación de solicitudes de recursos contra el rechazo o la declaración de nulidad de los mismos o cualquier otro tipo de recurso que sea necesario, incluyendo el juicio de amparo, ya sea ante tribunales u órganos administrativos, pagar tasas de mantenimiento y cualquier otra tasa oficial, presentar y tramitar renovaciones, cesiones, fusiones, cambios de nombre, licencias, cambios de domicilio; contestar, oposiciones, nulidades, caducidades, cancelaciones ante los órganos administrativos o juzgados contra las solicitudes de derechos de propiedad intelectual del poderdante presentada por terceros, y, en suma, hacer cualesquiera acción necesaria para mantener los derechos de propiedad intelectual del poderdante;
- III. presentar oposiciones, nulidades, caducidades, cancelaciones ante los órganos administrativos o juzgados contra las solicitudes de derechos de propiedad intelectual de terceros que puedan infringir los derechos de poderdante; con facultades suficientes como para realizar todos los actos y diligencias que sean precisos al desempeño del mandato conferido y mantener los derechos de propiedad intelectual del poderdante;
- IV. presentar todas las acciones necesarias, tanto civiles como penales, contra todas las personas o entidades que infrinjan o puedan infringir los derechos de propiedad intelectual del poderdante, incluyendo presentación de denuncias, querellas y pruebas, el desistimiento de dichas acciones, el otorgamiento de perdones y la ejecución de acuerdos de resolución; llevar a cabo procesos de mediación, así como dar contestación a acciones en procesos en los que el poderdante sea parte demandada, otorgándoles así todas las facultades legales establecidas en las leyes judiciales de Colombia.
- V. Legalizar documentos ante Ministerios, Embajadas, Consulados y Organismos oficiales.

Este poder de manera expresa ratifica la validez de todos los actos, solicitudes de registros y renovaciones, actos modificatorios, procedimientos, acciones o pedidos que hubieren realizado los apoderados a nuestro nombre, antes de la emisión y firma de este documento

En Madrid, Fecha 02/02/2022



Firma _____

Juan Pedro Vallejo López, Representante legal_____

DEED OF ASSIGNMENT

Date:

THIS ASSIGNMENT is made and entered into, between

1. Carlos Eduardo Fabri
2. Rafael Henriq Pereira
3. Ferdinando Marcos Lima Silva

hereinafter referred to as the "ASSIGNOR(S)" of the ONE PART and

UPL DO BRASIL INDUSTRIA E COMERCIO DE INSUMOS AGROPECUARIOS S.A. having address as Avenida Maeda, Distrito Industrial, Ituverava/SP, 14,500-000 Cep (BR), and

UPL Corporation Limited having address as 5th Floor Newport Building, Louis Pasteur street, Port Louis (MU).

hereinafter referred to as "ASSIGNEE(S)" of the OTHER PART.

WHEREAS the said "ASSIGNOR(S)" have invented certain inventions and improvements relating to

"HERBICIDAL COMBINATION"

(hereinafter referred to as 'said invention') and for which we have filed Indian Patent Application No. 201911031874 dated August 6, 2019

WHEREAS said "ASSIGNOR(S)" are the true and first inventor(s) in respect of invention entitled and thus hold the entire right, title and interest in said inventions and said application(s) for patent and any letters patents to be obtained therefor;



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[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



WHEREAS the Assignors are the sole inventors of the Invention and agree that all right title and interest in and to the Invention and the Patent Application belongs to the Assignees.

AND WHEREAS, the ASSIGNEE(S) desire to acquire entire right, title and interest in and to the inventions and said applications, including any and all national/regional stage applications, provisional applications, non-provisional applications, divisional and continuations thereof and any Letters Patents that may be granted thereon, including any and all renewals, reissues, reexaminations, and prolongations thereof; and the ASSIGNOR(S) wishes to absolutely assign the same for good and valuable consideration to the ASSIGNEE (s) in India and throughout the world.

NOW, THEREFORE, the ASSIGNOR(S) hereby assigns, transfers and conveys to the ASSIGNEE (s) its entire right, title and interest in and to the said invention and application for patent in respect of the same and in any continuing or application deriving from said invention, including all national/regional stage applications, provisional application, non-provisional application, divisional application, continuation-in-part application and continuations thereof, including the right to apply for similar protection in all foreign countries or in any part of the world, including all priority rights, patents granted thereon and renewals, thereof;

The Assignors each hereby ASSIGN absolutely to the Assignees free from incumbrances:

all their right, interest, title and share in and to the Invention and the Patent Application to the intent that the grant of any patents thereon shall be in the name of and vest in the Assignees together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification relating to the Invention; and



the right to apply for prosecute and obtain patent or similar protection throughout the world in respect of the Invention including the benefit of any priority date and the right to make applications whether under any national law or under the International Convention for the Protection of Industrial Property or under any other applicable convention or treaty to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignees.

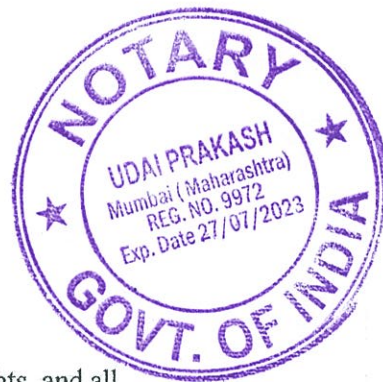
"ASSIGNOR(S)" hereby covenant and warrants

(i) that ASSIGNOR(S) has full legal right and authority to transfer, assign and execute this Assignment and to validly assign ASSIGNOR(S) entire title and interest in and to said invention and the said applications to the ASSIGNEES,

(ii) that ASSIGNOR(S) has not executed any other agreement, document or instrument that would conflict with the terms of this Assignment, nor shall ASSIGNOR(S) execute any such agreement, assignment or instrument in the future.

The ASSIGNOR(S) hereby agrees to execute any further agreements or documents and to take any further actions necessary to aid the ASSIGNEES or any assignee acquiring title to said inventions or applications in perfecting its interest in the said inventions and applications, in the records of any other authority/country and in enforcing any and all protections or privileges deriving from the Patents.

The "ASSIGNOR(S)" hereby agree that the "ASSIGNOR(S)" will make, execute and deliver any and all other necessary instruments in writing including any and all further application papers and other documents and take all necessary actions and will communicate to said "ASSIGNEE (s)", all facts known to the "ASSIGNOR" relating to said applications for patent and generally do all things which may be necessary or desirable to vest the "ASSIGNEE (s)" with, the entire right, title and interest in and to the said inventions and said applications, all divisions thereof; in



all foreign countries or in any part of the world, including all priority rights, and all Letters Patents which may be granted therefrom.

ASSIGNOR(S) further covenant and agree that upon the request of the ASSIGNEE, its successors, or assigns, will fully assist and cooperate in all matters in connection with said invention and application and foreign application(s) and patent(s) issuing thereon, including execute and deliver any papers, make all rightful oaths, testify in any legal proceeding relating to said invention(s) and application(s), communicate to the ASSIGNEE all facts known to ASSIGNOR(S) relating to such invention(s) and improvement(s) and the history thereof; and agrees to perform all other lawful acts deemed necessary or desirable by ASSIGNEE, or its legal representatives, to secure, maintain, and enforce patent protection for such invention(s) and applications and for vesting title to such invention(s) and applications and improvement(s) in ASSIGNEE, and in particular to perfect title to said invention(s), said application(s), and any Letters Patents issuing therefrom.

ASSIGNOR(S) further covenant and agree to preserve the confidentiality of any information regarding said invention and shall not disclose to others or permit the use by others for their benefit and this obligation shall continue indefinitely. A breach of this requirement will be regarded as gross misconduct and as such will be grounds for dismissal, subject to the provision of the disciplinary procedure.

ASSIGNOR(S) further declare that all statements made in this Assignment are true to his knowledge and belief.

No variation of this Assignment shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Assignment.

IN WITNESS WHEREOF, this assignment is signed by said ASSIGNOR(S) and said ASSIGNEE, as their Deed the day and year first before written.

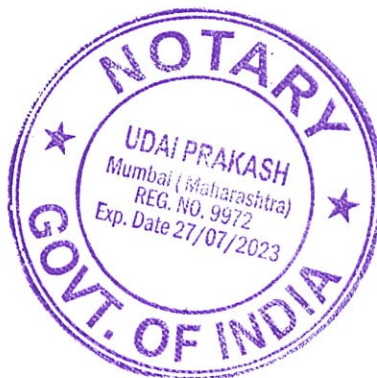


ASSIGNOR

C. E. T.
Carlos Eduardo Fabri

Witnesses:

1. João Gabriel Luomoto 2. André Franco
Name: Name:



Handwritten signatures and initials at the bottom of the page.



ASSIGNOR

Rafael Henrique Alves Pereira

Rafael Henriq Pereira

Witnesses:

1. _____ 2. _____

Name:

Name:





ASSIGNOR

Rafael Henriq Pereira

Witnesses:

1. Rafael Gabriel Lucamato 2. André Franco
Name: [Signature] Name: [Signature]



[Signature]

[Signature]

[Signature]



ASSIGNOR

Ferdinando Marcos Lima Silva

Witnesses:

1. 2.
Name: Name:





ASSIGNEE

Agreed to by:

UPL DO BRASIL INDUSTRIA E COMERCIO DE
INSUMOS AGROPECUARIOS S.A.

Signature:

Name

Yuji Homada and
Cristiano Campos de Figueiredo

Title

Witness:

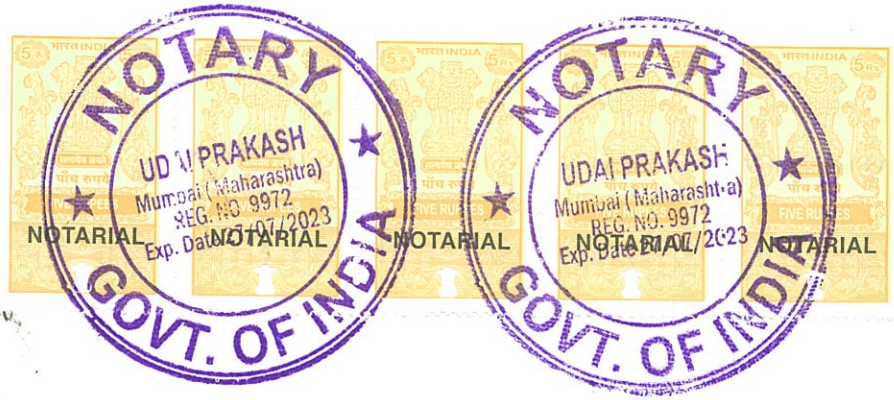
1.

Name:

2.

Name:

4



ASSIGNEE

Agreed to by:

UPL CORPORATION LIMITED

Signature:

Name

Uttam Danayah

Title

Authorised Signatory

Witness:

1.

Name: Ms. Kiran Singh

2.

Name: Ms. Sandhya Kheraliya

Verified by me

16-4-2022

Krishna Chandra Upadhyay
B.A.L.L.B.

Advocate High Court, Mumbai
Shri Prastha Complex, Flat No. 201,
Nallasopara (W), Palghar.



CERTIFIED TRUE COPY

UDAI PRAKASH (M.A.L.L.B.)
ADVOCATE NOTARY GOVT. OF INDIA
MUMBAI (MAHARASHTRA)
REG. No. 9972