06-05-1998

FORM PTO-1595

| FORM PTO-1595 | RECORDA 100729007 | 7 OTTERM | U.S. DEPARTMENT OF COMMERCE |
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| (Rev. 6-93) | DA MENING | | Patent and Trademark Office |
| OMB No. 0651-0011 (exp. 4/94) | PAIENIS | ONLI | 09/084137 |
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| 1205.26.98 Pleas | To the Assistant Commiss record the attached origina | | mereof. |
| . Name of conveying party(ie | 2 : | Name and address of r | receiving party(ies) |
| ndrew R. Jamieson; ancy L. Nickerson; onald L. Craig dditional name(s) of conveying party(i | ies) attached? □ Yes ≅ No | Name: <u>Atlantic Food a Centre</u> , Agricul | and Horticulture Research Lture and Agri-Food Can |
| . Nature of conveyance: | □ Merger | Street Address: 32 | Main Street |
| □ Security Agreement | □ Change of Name | City: Kentville | 26 |
| Other | | Country: Nova Scotia | Ü |
| Execution Date: <u>May 19, 199</u> | 8 | Additional name(s) & add | dress(es) attached? □ Yes ⊠ No |
| the execution date of the | application is: May 26, 199 | B. Patent No.(s) | |
| | Additional numbers attac | ched? - Yes - No | |
| Name and address of party concerning document should | | Total number of appli patents involved: | ications and |
| Name: <u>Russell D. Orkin</u> Internal Address: <u>Webb Zie</u> | | . Total fee (37 CFR 3.4 | 41)\$ 40.00 |
| Street Address: 700 Koppe | orkin & Hanson, P.C. ers Building | ≅ Enclosed | |
| City: Pittsburgh State: | PA ZIP: 15219-1818 | □ Authorized to be cl | harged to deposit account |
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| 1 40.00 | OP) | . Deposit account numbe | er: |
| | | (Attach triplicate copy of the | his page if paying by deposit account) |
| | DO NOT USE TH | IS SPACE | |
| Julie W. Meder, Req. No. Name of Person Signing | 36,216 VIII | Meeler | May 26, 1998 Date |
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| | | Date of Deposit May 26, 1998 | |

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the: Assistant Commissioner for Patents,

Washington, D.C. 20231 Pamela A.

(Type) or print name of person mailing paper)

(Signature of person mailing paper)

U.S. DEPARTMENT OF COMMERCE

REEL: 9206 FRAME: 0586

PATENT

ASSIGNMENT

WHEREAS, WE, Andrew R. Jamieson; Nancy L. Nickerson; and Donald L. Craig, each residing in Nova Scotia, Canada, respectively, have invented certain new and useful improvements in "Strawberry Plant Named 'Mira'" for which we have this day executed an application for United States Letters Patent;

AND, WHEREAS Atlantic Food and Horticulture Research Centre, Agriculture and Agri-Food Canada, a government agency of Canada, having a place of business at 32 Main Street, Kentville, Nova Scotia B4N 1J5, hereinafter called the "assignee", is desirous of acquiring the entire right, title, and interest in and to said application and the inventions and improvements therein disclosed.

NOW, THEREFORE, for good and valuable consideration paid to us by said assignee, the receipt of which is hereby acknowledged, we do hereby assign, sell, transfer, and set over unto said assignee the entire right, title and interest in and to said application and the inventions and improvements therein disclosed for the United States and all foreign countries and any Letters Patent which may issue therefor in the United States and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, said assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by us had this assignment not been made.

The Assistant Commissioner for Patents is requested to issue such Letters Patent in accordance herewith. We covenant that we are the lawful owners of the said application, inventions, and improvements, that the same are unencumbered, that no license has been granted to make, use, or vend the said inventions or improvements or any of them, and that we have the full right to make this assignment.

And for the consideration aforesaid, we agree jointly and individually that we will communicate to said assignee or the representatives thereof any facts known to us respecting said inventions and improvements, and will, upon request, but without expense to us, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, continuation-in-part, renewal, and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said assignee or

by counsel for said assignee, to assist or enable said assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon our heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said assignee.

Date May 19, 1998

Inventor Manager R. Jamieson

Date May 19, 1998

Inventor M. A. Mickerson

Nancy L. (Nickerson

Date May 19, 1998

Inventor Donald L. Craige