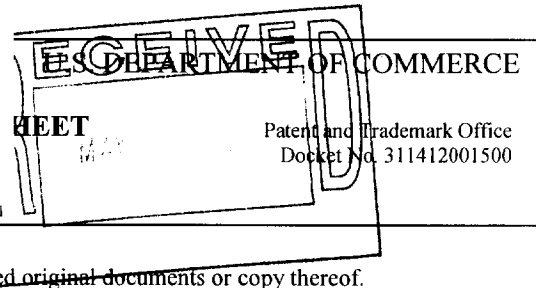


MRD  
5.13.99

05-26-1999



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To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lori Jo LEHMAN, Randy Jay McCOY, Belinda Jane MESSENGER, Denise Carol MANKER, Jimmy Ensio ORJALA, Dorte LINDHARD, and Pamela Gail MARRONE

- ☒ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation-State      ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: AgraQuest, inc.  
Internal Address:  
Street Address: 1530 Drew Avenue  
City: Davis, State: CA ZIP: 95616

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other:

Execution Date: May 3, 1999, May 6, 1999, May 3, 1999, May 3, 1999,  
May 3, 1999, May 3, 1999, and May 6, 1999

4. Application number(s) or patent number(s): 09/281,360

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Antoinette F. Konski, Esq.  
Morrison & Foerster LLP  
755 Page Mill Road  
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account, referencing Attorney Docket 311412000921

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Antoinette F. Konski  
Registration No: 34,202

Signature

May 10, 1999  
Date

Total number of pages comprising cover sheet, attachments and document: 3

05/20/1999 MTH011 00000225 09281360

01 FC:581

(40) Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office  
Office of Public Records  
Box Assignments  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

pa-375454

**PATENT**  
**REEL: 009967 FRAME: 0911**

## ASSIGNMENT JOINT

THIS ASSIGNMENT, by Lori Jo LEHMAN, Randy Jay McCOY, Belinda Jane MESSENGER, Denise Carol MANKER, Jimmy Ensio ORJALA, Dorte LINDHARD, and Pamela Gail MARRONE (hereinafter referred to as the assignors), residing at 1218 Las Encinas Court, Vacaville, CA 95687, 3212 Breton Avenue, Davis, CA 95616, 519 10th Street, Davis, CA 95616, 3037 Prado Lane, Davis, CA 95616, 2905 Lillard Drive, Davis, CA 95616, 4005 Cowell Blvd., Apt. 307, Davis, CA 95616, and 3333 Victoria Place, Davis, CA 95616, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in A NOVEL STRAIN OF BACILLUS FOR CONTROLLING PLANT DISEASES, set forth in an application for Letters Patent of the United States bearing Serial No. 09/281,360 and filed on March 30, 1999; and

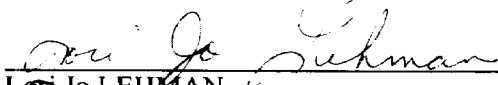
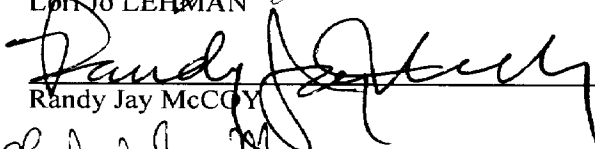
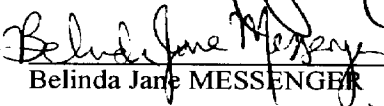
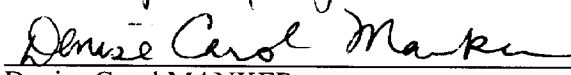


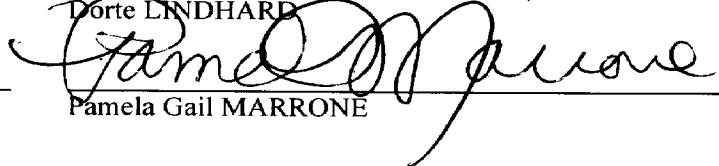
WHEREAS, AgraQuest, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 1530 Drew Avenue, Davis, California 95616 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

<u>5-3-99</u>	<u></u>
Date	Lori Jo LEHMAN
<u>5-6-99</u>	<u></u>
Date	Randy Jay McCOY
<u>3 May 99</u>	<u></u>
Date	Belinda Jane MESSENGER
<u>5/3/99</u>	<u></u>
Date	Denise Carol MANKER
<u>5-3-99</u>	<u></u>
Date	Jimmy Ensio ORJALA
<u>5-3-99</u>	<u></u>
Date	Dorte LINDHARD
<u>5/6/99</u>	<u></u>
Date	Pamela Gail MARRONE