

08-22-2000

Form 1595  
1-31-92 (modified)

REC



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PATENTS ONLY

To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof

MCD 7-24-00

1. Name of conveying party(ies):  
Stephanie K. Clendennen, Jill A. Kellogg, Chau B. Phan, Helena V. Mathews, and Nancy M. Webb  
  
Add'l names of conveying parties attached?  
 Yes  No

2. Name/address of receiving party(ies):  
Agritope, Inc.  
16160 S.W. Upper Boones Ferry Rd.  
Portland, Oregon 97224-7744

3. Nature of conveyance:  Assignment  
 Merger  Security Agreement  Other  
 Change of Name  Reassignment

4. Date of execution: 7/11/00;  
7/14/00; 7/11/00; 7/11/00 and  
7/13/00, respectively.

Add'l names of receiving parties attached?  Yes  No

5. Application number(s) and/or patent number(s):  
  
If this document is being filed with a new application, the date of signature by the first named inventor was: \_\_\_\_\_

A. Patent Application No. (s)  
09/527,972 filed 17 March 2000

B. Patent No. (s)

Additional numbers attached:  Yes  No

6. Name and address of party to whom correspondence concerning document should be mailed:  
  
Iota Pi Law Group  
P.O. Box 60850  
Palo Alto, CA 94306  
(650) 324-0880

7. Total No. of applications and patents involved:  
one (1)

8. Total fee (37 CFR \$3.41): \$40.00  
 Check enclosed

9. Total number of pages, including cover sheet, attachments and document: 9

DO NOT USE THIS SPACE

10. 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.*

Peter J. Dehlinger  
Name of Person Signing

Peter Dehlinger  
Signature

7-18-2000  
Date

08/21/2000 DNGUYEN 00000228 05527972

01 FC:581

40.00 GP

PATENT  
REEL: 011003 FRAME: 0840

**Assignment**

THIS ASSIGNMENT, by Stephanie K. Clendennen, Jill A. Kellogg, Chau B. Phan, Helena V. Mathews. and Nancy M. Webb (hereinafter referred to as the Assignors), residing at 8640 S.W. 89th Ave., Portland, OR 97223-6803, 2816 N.W. Ariel Terrace, Portland, OR 97210, 3417 S.E. 66th Ave., Portland, OR 97206, 14546 N.W. Joseph Ct., Portland, OR 97229, and 3201 S.E. 147<sup>th</sup> Ave., Portland, OR 97236, respectively, witnesseth:

WHEREAS, the said Assignors have invented certain new and useful inventions set forth in an application for Letters Patent of the United States entitled BANANA AND MELON PROMOTERS FOR EXPRESSION OF TRANSGENES IN PLANTS, bearing Serial No. 09/527,972 and filed on March 17, 2000;

WHEREAS, Agritope, Inc., a corporation duly organized under and pursuant to the laws of Oregon, and having its principal place of business at \* (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, for valuable consideration, the receipt of which is hereby acknowledged, the said Assignors have sold, assigned, transfer and set over, and by these presents does sell, assign, transfer and set over, unto the 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, reexaminations, 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 the said Assignee, for its own use and behoof and the use and behoof 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 Assignor, had this sale and assignment not been made.

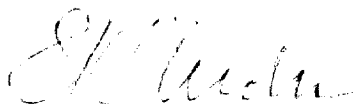
AND, for the same consideration, the said Assignors hereby covenant and agree to and with the said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said Assignors are the joint and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent

above-mentioned, and that the same are unencumbered and that the 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, the said Assignors hereby covenant and agree to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignors will, whenever counsel of the 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 Assignees, their successors, legal representatives and assigns, but at the cost and expense of the said Assignee, its successors, legal representatives and assigns.

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

Date: 11/20/00



Stephanie K. Clendennen

Date: \_\_\_\_\_

Jill A. Kellogg

Date: 7/11/00



Chau B. Phan

Date: 7/11/00



Helena V. Mathews

Date: \_\_\_\_\_

Nancy M. Webb

Attorneys

above-mentioned, and that the same are unencumbered and that the 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, the said Assignors hereby covenant and agree to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignors will, whenever counsel of the 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 Assignees, their successors, legal representatives and assigns, but at the cost and expense of the said Assignee, its successors, legal representatives and assigns.

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

Date: 11 JULY 00

*Stephanie K. Clendennen*  
Stephanie K. Clendennen

Date: \_\_\_\_\_

\_\_\_\_\_  
Jill A. Kellogg

Date: 7/11/00

*Chau B. Phan*  
Chau B. Phan

Date: 7/11/00

*Helena V. Mathews*  
Helena V. Mathews

Date: 7/13/00

*Nancy M. Webb*  
Nancy M. Webb

above-mentioned, and that the same are unencumbered and that the 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, the said Assignors hereby covenant and agree to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignors will, whenever counsel of the 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 Assignees, their successors, legal representatives and assigns, but at the cost and expense of the said Assignee, its successors, legal representatives and assigns.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Stephanie K. Clendennen

Date: 7/14/00

Jill A Kellogg  
Jill A. Kellogg

Date: \_\_\_\_\_

\_\_\_\_\_  
Chau B. Phan

Date: \_\_\_\_\_

\_\_\_\_\_  
Helena V. Mathews

Date: \_\_\_\_\_

\_\_\_\_\_  
Nancy M. Webb

WITNESSES TO SIGNATURE BY **Stephanie K. Clendennen**

1. Marianne M Storkes  
Signature

7/11/00  
Date

Marianne M Storkes  
Print Name

16160 SW Upper Beavers Ferry Road  
Street Address

Portland, OR 97221  
City, State & Zip Code

2. Leah D Murray  
Signature

7/17/00  
Date

LEAH D MURRAY  
Print Name

10475 SW KELLOGG DR  
Street Address

TUALATIN OR 97062  
City, State & Zip Code

WITNESSES TO SIGNATURE BY **Jill A. Kellogg**

1. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip Code

2. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip Code

\* \* \* \* \*

Note: May be notarized in lieu of witnessing.

WITNESSES TO SIGNATURE BY **Chau B. Phan**

1. Marianne Miskakis 7/11/00  
 Signature Date

Marianne Miskakis  
 Print Name

11660 SW Upper Browner Ferry Road  
 Street Address

Portland, OR 97201  
 City, State & Zip Code

2. Leah D Murray 7/17/00  
 Signature Date

LEAH D MURRAY  
 Print Name

10475 SW Kellogg Dr.  
 Street Address

Tualatin OR 97062  
 City, State & Zip Code

WITNESSES TO SIGNATURE BY **Helena V. Mathews**

1. Marianne Miskakis 7/11/00  
 Signature Date

Marianne Miskakis  
 Print Name

11660 SW Upper Browner Ferry  
 Street Address

Portland, OR 97201  
 City, State & Zip Code

2. Leah D Murray 7/17/00  
 Signature Date

LEAH D MURRAY  
 Print Name

10475 SW KELLOGG DR  
 Street Address

TUALATIN OR 97062  
 City, State & Zip Code

\*\*\*\*\*

Note: May be notarized in lieu of witnessing.

WITNESSES TO SIGNATURE BY **Stephanie K. Clendennen**

1. \_\_\_\_\_  
 Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State & Zip Code

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
 Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State & Zip Code

\_\_\_\_\_  
Date

WITNESSES TO SIGNATURE BY **Jill A. Kellogg**

1. Megan Bestwick  
 Signature

Megan Bestwick  
 Print Name

2660 Shasta Way #3  
 Street Address

Klamath Falls, OR 97603  
 City, State & Zip Code

7/14/00  
Date

2. Tim Rich  
 Signature

Tim Rich  
 Print Name

85 Emerick Apt B  
 Street Address

Ashland, OR 97520  
 City, State & Zip Code

7/14/00  
Date

\* \* \* \* \*

Note: May be notarized in lieu of witnessing.



WITNESSES TO SIGNATURE BY Nancy M. Webb

1. Marianne M Starks  
 Signature  
Marianne M Starks  
 Print Name  
16160 SW Upper Boones Ferry Road  
 Street Address  
Portland, OR 97209  
 City, State & Zip Code

7/11/00  
 Date

2. Leah D Murray  
 Signature  
LEAH D MURRAY  
 Print Name  
10475 SW KELLOGG DR  
 Street Address  
TUALATIN OR 97062  
 City, State & Zip Code

7/17/00  
 Date

\* \* \* \* \*

Note: May be notarized in lieu of witnessing.