

Form PTO-1595
(Rev. 10/02)RECORDATION FORM COVER SHEET
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U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

James S. Keddie

2. Name and address of receiving party(ies)

Name: Mendel Biotechnology, Inc.

Internal Address: _____

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other

Please correct Recordation to include James S. Keddie, which inventor was inadvertently not included in original Recordation Form Cover Sheet.

Execution Date: 8/21/03

Street Address: 21375 Cabot Blvd.

City: Hayward State: CA Zip: 94545

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

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s) 10/225,067

filed 8/9/2002

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jeffrey M. Libby, Ph.D.

Internal Address: _____

Mendel Biotechnology, Inc.

Street Address: 21375 Cabot Blvd.

City: Hayward State: CA Zip: 94545

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐

Enclosed

☒

Authorized to be charged to deposit account

8. Deposit account number:

50-1025

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9. Signature.

Jeffrey M. Libby, Ph.D., Reg. No. 48,251

Name of Person Signing



Signature

Oct 2, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 2

Mail documents to be recorded with required cover sheet information to:

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Washington, D.C. 20231

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PATENT
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Form PTO-1595

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

1. Name of conveying party(ies):

Jacqueline E. Heard; Jose Luis Riechmann;
Robert A. Creelman; Marsha L. Pilgrim;
Guo-Liang Yu; Arnold N. DuBell; Omaira Pineda;
Cai-Zhong Jiang; Oliver Ratcliffe; Pierre E. Broun

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

2. Name and address of receiving party(ies)

Name: Mendel Biotechnology, Inc.

Internal Address: _____

Street Address: 21375 Cabot Blvd.City: Hayward State: CA Zip: 94545Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

9/12/02; 9/20/02; 9/12/02; 9/26/02; 9/23/02;

Execution Date: 9/26/02; 9/19/02; 9/13/02; 9/12/02; 9/13/02

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s) 10/225,067filed 8/9/2002

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jeffrey M. Libby, Ph.D.

Internal Address: _____

Mendel Biotechnology, Inc.Street Address: 21375 Cabot Blvd.City: Hayward State: CA Zip: 945456. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Jeffrey M. Libby, Ph.D., Reg. No. 48,251

Name of Person Signing

Signature

Date

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Washington, D.C. 20231

PATENT

REEL: 014023 FRAME: 0294

MBI-0036-3 US

ASSIGNMENT

WHEREAS, the undersigned, James Keddle, (hereinafter termed "Inventor"), having a residence at 20 14th Avenue, San Mateo, California 94402, has invented certain new and useful improvements in:

BIOCHEMISTRY-RELATED POLYNUCLEOTIDES AND POLYPEPTIDES IN PLANTS

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said application having Application No. 10/225,067 and filed on August 9, 2002.

WHEREAS, Mendel Biotechnology, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 21375 Cabot Boulevard, Hayward, California 94545, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date: August 21, 2003

James S Keddle
James Keddle