

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jonathan Lightner	03/27/2006
Hein Tsoeng (Medard) Ng	03/14/2006
John P. Davies	03/20/2006
RECEIVING PARTY DATA	
Name:	Exelixis Plant Sciences, Inc.
Street Address:	16160 SW Upper Boones Ferry Road
City:	Portland
State/Country:	OREGON
Postal Code:	97224
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US0442750
CORRESPONDENCE DATA	
Fax Number:	(503)595-5301
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5035955300
Email:	garrett.hinesley@klarquist.com
Correspondent Name:	Gwynedd Warren, Ph.D.
Address Line 1:	121 SW Salmon Street, Suite 1600
Address Line 4:	Portland, OREGON 97204
ATTORNEY DOCKET NUMBER:	6616-72631-02
NAME OF SUBMITTER:	Gwynedd Warren
<p>Total Attachments: 15</p> <p>source=Assignments 72631-02#page1.tif</p> <p>source=Assignments 72631-02#page2.tif</p>	

CH \$40.00 US0442750

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**PATENT**  
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## A S S I G N M E N T

This is an assignment of rights from Jonathan Lightner, Hein Tsoeng (Medard) Ng, and John P. Davies to Exelixis Plant Sciences, Inc., and from Exelixis Plant Sciences, Inc. to Agrinomics LLC.

WHEREAS, Jonathan Lightner, of 540 46th Street, Des Moines, Iowa 50312, USA, Hein Tsoeng (Medard) Ng, of 1822 Charles Court, Charlottesville, Virginia 22911, USA, and John P. Davies, of 4617 SE Madison Street, Portland, Oregon, 97215, USA, (hereinafter "the inventors"), have previously entered into an agreement with Exelixis Plant Sciences, Inc. 16160 SW Upper Boones Ferry Road, Portland, Oregon, 97224, to assign all right, title and interest in and to any of all inventions made or conceived or reduced to practice during the course of employment with Exelixis Plant Sciences, Inc. (hereinafter "EPS"), and further agreed to execute additional assignment documents to assist EPS with respect to its proprietary rights, and wherein, during the course of employment with EPS, have invented an invention entitled GENERATION OF PLANTS WITH ALTERED OIL CONTENT, for which at least the following applications have been filed:

U.S. Provisional Patent Application No. 60/530,799, filed December 17, 2003, and

PCT Patent Application No. PCT/US2004/042750, filed December 17, 2004;

Both of which are referred to hereafter as "the patent applications."

WHEREAS, Agrinomics LLC, (hereinafter "Agrinomics") 16160 SW Upper Boones Ferry Road, Portland, Oregon, 97224, and EPS, through EPS' predecessor Agritope, Inc., previously entered into an agreement dated July 1, 1999 (hereinafter "agreement") to prosecute and hold patent applications in the name of Agrinomics that pertain to discoveries made during a mutual collaboration relating to activation tagging in *Arabidopsis* (hereinafter "ACTTAG discovery(ies)").

WHEREAS, EPS owns all the right, title and interest to the ACTTAG discovery described and claimed in the patent applications.

WHEREAS, EPS is desirous of assigning said right, title and interest in said ACTTAG discovery and patent applications to Agrinomics, pursuant to said agreement, and whereas EPS has received good and valuable consideration for this assignment, the receipt and sufficiency whereof are hereby acknowledged.

WHEREAS, Agrinomics LLC, is desirous of acquiring the entire right, title, and interest in and to said ACTTAG discovery and patent applications and the patents to be obtained therefore.

NOW, therefore, and in consideration of employment and compensation paid the inventors by EPS, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the inventors have assigned to EPS and EPS' legal representatives, successors and assigns, the entire right, title, and interest (a) in and to said patent applications and said invention; (b) in and to all rights to apply for foreign patents on said invention; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, continuation or nonprovisional 37 CFR 1.53(b) application of any of said applications; and (d) in and to each and every reissue or extension of any of said patents.

The inventors have conveyed to EPS the entire right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the filing date of the said United States application (or other application if any there be) in priority to other applications; and have agreed at any time upon request, without further or additional compensation or additional consideration, but at the expense of EPS, to execute such additional assignments and other writings and do such additional acts as EPS may deem necessary or desirable or perfect EPS' enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

EPS hereby accepts the assignment of rights in this invention from the inventors.


EPS hereby assigns to Agrinomics and Agrinomics' legal representatives, successors and assigns, all right, title, and interest that it now owns or shall hereafter acquire (a) in said applications and ACTTAG discovery; (b) to all rights to apply for foreign patents on said ACTTAG discovery; (c) to any and all applications filed and any and all patents granted on said ACTTAG discovery in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, continuation or nonprovisional 37 CFR 1.53(b) application of any of said applications; and (d) to each and every reissue or extensions of any of said patents; and EPS hereby authorizes and requests the patent office to issue said patents to Agrinomics. EPS agrees to execute such additional assignments and other writings and do such additional acts as may be necessary or desirable in order to perfect this grant to Agrinomics.

EPS hereby authorizes Agrinomics or its legal representative to insert in this instrument the filing date and serial number of any said application or any other information that may be necessary or desirable in order to comply with the rules of any patent office for recordation of this document.

Agrinomics hereby accepts the assignment of rights in this invention from EPS.

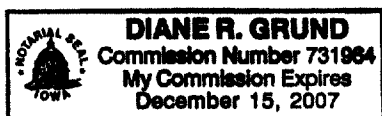
This assignment is effective December 17, 2004, with regard to PCT Patent Application No. PCT/US2004/042750, and effective December 17, 2003, with regard to U.S. Provisional Patent Application No. 60/530,799 and all other rights described herein.

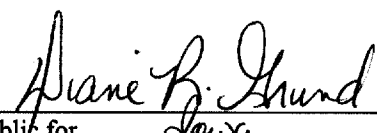
Executed at Johnston, IA (place), this 27 day of MAR, 2006.

  
Jonathan Lightner

STATE OF Iowa )  
COUNTY OF Polk ) ss.

This 27 day of March, 2006, before me personally came the above-named Jonathan Lightner, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.



  
Notary Public for Iowa  
My commission expires: December 15, 2007

[SEAL]

Executed at \_\_\_\_\_ (place), this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Hein Tsoeng (Medard) Ng

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came the above-named Hein Tsoeng (Medard) Ng, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

Executed at \_\_\_\_\_ (place), this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
John P. Davies

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came the above-named John P. Davies, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

Executed at \_\_\_\_\_ (place), this \_\_\_\_ day of \_\_\_\_\_, 2006.

EXELIXIS PLANT SCIENCES, INC.

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came the above-named \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
 Notary Public for \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

[SEAL]

Executed at \_\_\_\_\_ (place), this \_\_\_\_ day of \_\_\_\_\_, 2006.

AGRINOMICS LLC

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came the above-named \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
 Notary Public for \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

[SEAL]

## A S S I G N M E N T

This is an assignment of rights from Jonathan Lightner, Hein Tsoeng (Medard) Ng, and John P. Davies to Exelixis Plant Sciences, Inc., and from Exelixis Plant Sciences, Inc. to Agrinomics LLC.

H-T. Ng  
5/14/2006  
3038 Amberfield Trail  
WHEREAS, Jonathan Lightner, of 540 46th Street, Des Moines, Iowa 50312, USA, Hein Tsoeng (Medard) Ng, of ~~1827 Charles Court~~, Charlottesville, Virginia 22911, USA, and John P. Davies, of 4617 SE Madison Street, Portland, Oregon, 97215, USA, (hereinafter "the inventors"), have previously entered into an agreement with Exelixis Plant Sciences, Inc. 16160 SW Upper Boones Ferry Road, Portland, Oregon, 97224, to assign all right, title and interest in and to any of all inventions made or conceived or reduced to practice during the course of employment with Exelixis Plant Sciences, Inc. (hereinafter "EPS"), and further agreed to execute additional assignment documents to assist EPS with respect to its proprietary rights, and wherein, during the course of employment with EPS, have invented an invention entitled GENERATION OF PLANTS WITH ALTERED OIL CONTENT, for which at least the following applications have been filed:

U.S. Provisional Patent Application No. 60/530,799, filed December 17, 2003, and

PCT Patent Application No. PCT/US2004/042750, filed December 17, 2004;

Both of which are referred to hereafter as "the patent applications."

WHEREAS, Agrinomics LLC, (hereinafter "Agrinomics") 16160 SW Upper Boones Ferry Road, Portland, Oregon, 97224, and EPS, through EPS' predecessor Agritope, Inc., previously entered into an agreement dated July 1, 1999 (hereinafter "agreement") to prosecute and hold patent applications in the name of Agrinomics that pertain to discoveries made during a mutual collaboration relating to activation tagging in *Arabidopsis* (hereinafter "ACTTAG discovery(ies)").

WHEREAS, EPS owns all the right, title and interest to the ACTTAG discovery described and claimed in the patent applications.

WHEREAS, EPS is desirous of assigning said right, title and interest in said ACTTAG discovery and patent applications to Agrinomics, pursuant to said agreement, and whereas EPS has received good and valuable consideration for this assignment, the receipt and sufficiency whereof are hereby acknowledged.

WHEREAS, Agrinomics LLC, is desirous of acquiring the entire right, title, and interest in and to said ACTTAG discovery and patent applications and the patents to be obtained therefore.



NOW, therefore, and in consideration of employment and compensation paid the inventors by EPS, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the inventors have assigned to EPS and EPS' legal representatives, successors and assigns, the entire right, title, and interest (a) in and to said patent applications and said invention; (b) in and to all rights to apply for foreign patents on said invention; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, continuation or nonprovisional 37 CFR 1.53(b) application of any of said applications; and (d) in and to each and every reissue or extension of any of said patents.

The inventors have conveyed to EPS the entire right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the filing date of the said United States application (or other application if any there be) in priority to other applications; and have agreed at any time upon request, without further or additional compensation or additional consideration, but at the expense of EPS, to execute such additional assignments and other writings and do such additional acts as EPS may deem necessary or desirable or perfect EPS' enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

EPS hereby accepts the assignment of rights in this invention from the inventors.

EPS hereby assigns to Agrinomics and Agrinomics' legal representatives, successors and assigns, all right, title, and interest that it now owns or shall hereafter acquire (a) in said applications and ACTTAG discovery; (b) to all rights to apply for foreign patents on said ACTTAG discovery; (c) to any and all applications filed and any and all patents granted on said ACTTAG discovery in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, continuation or nonprovisional 37 CFR 1.53(b) application of any of said applications; and (d) to each and every reissue or extensions of any of said patents; and EPS hereby authorizes and requests the patent office to issue said patents to Agrinomics. EPS agrees to execute such additional assignments and other writings and do such additional acts as may be necessary or desirable in order to perfect this grant to Agrinomics.

EPS hereby authorizes Agrinomics or its legal representative to insert in this instrument the filing date and serial number of any said application or any other information that may be necessary or desirable in order to comply with the rules of any patent office for recordation of this document.

Agrinomics hereby accepts the assignment of rights in this invention from EPS.

This assignment is effective December 17, 2004, with regard to PCT Patent Application No. PCT/US2004/042750, and effective December 17, 2003, with regard to U.S. Provisional Patent Application No. 60/530,799 and all other rights described herein.

Executed at \_\_\_\_\_ (place), this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Jonathan Lightner

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came the above-named Jonathan Lightner, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

516W80, 587W80 & 59W80  
 Executed at CHARLOTTESVILLE, VA (place), this 14th day of MARCH, 2006.

Hein Tsoeng (Medard) Ng

STATE OF VIRGINIA )  
 ) ss.  
 COUNTY OF ALBEMARLE )

This 14th day of MARCH, 2006, before me personally came the above-named Hein Tsoeng (Medard) Ng, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

Notary Public for ALBEMARLE, VA.  
 My commission expires: 11-30-09

[SEAL]

Executed at \_\_\_\_\_ (place), this \_\_\_\_ day of \_\_\_\_\_, 2006.

John P. Davies

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came the above-named John P. Davies, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

Notary Public for \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

[SEAL]

Executed at \_\_\_\_\_ (place), this \_\_\_\_ day of \_\_\_\_\_, 2006.

EXELIXIS PLANT SCIENCES, INC.

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came the above-named \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
 Notary Public for \_\_\_\_\_  
 My commission expires:

[SEAL]

Executed at \_\_\_\_\_ (place), this \_\_\_\_ day of \_\_\_\_\_, 2006.

AGRINOMICS LLC

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came the above-named \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
 Notary Public for \_\_\_\_\_  
 My commission expires:

[SEAL]

## A S S I G N M E N T

**This is an assignment of rights from Jonathan Lightner, Hein Tsoeng (Medard) Ng, and John P. Davies to Exelixis Plant Sciences, Inc., and from Exelixis Plant Sciences, Inc. to Agrinomics LLC.**

**WHEREAS, Jonathan Lightner, of 540 46th Street, Des Moines, Iowa 50312, USA, Hein Tsoeng (Medard) Ng, of 1822 Charles Court, Charlottesville, Virginia 22911, USA, and John P. Davies, of 4617 SE Madison Street, Portland, Oregon, 97215, USA, (hereinafter "the inventors"), have previously entered into an agreement with Exelixis Plant Sciences, Inc. 16160 SW Upper Boones Ferry Road, Portland, Oregon, 97224, to assign all right, title and interest in and to any of all inventions made or conceived or reduced to practice during the course of employment with Exelixis Plant Sciences, Inc. (hereinafter "EPS"), and further agreed to execute additional assignment documents to assist EPS with respect to its proprietary rights, and wherein, during the course of employment with EPS, have invented an invention entitled GENERATION OF PLANTS WITH ALTERED OIL CONTENT, for which at least the following applications have been filed:**

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EPS hereby accepts the assignment of rights in this invention from the inventors.

EPS hereby assigns to Agrinomics and Agrinomics' legal representatives, successors and assigns, all right, title, and interest that it now owns or shall hereafter acquire (a) in said applications and ACTTAG discovery; (b) to all rights to apply for foreign patents on said ACTTAG discovery; (c) to any and all applications filed and any and all patents granted on said ACTTAG discovery in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, continuation or nonprovisional 37 CFR 1.53(b) application of any of said applications; and (d) to each and every reissue or extensions of any of said patents; and EPS hereby authorizes and requests the patent office to issue said patents to Agrinomics. EPS agrees to execute such additional assignments and other writings and do such additional acts as may be necessary or desirable in order to perfect this grant to Agrinomics.

EPS hereby authorizes Agrinomics or its legal representative to insert in this instrument the filing date and serial number of any said application or any other information that may be necessary or desirable in order to comply with the rules of any patent office for recordation of this document.

**Agrinomics hereby accepts the assignment of rights in this invention from EPS.**

**This assignment is effective December 17, 2004, with regard to PCT Patent Application No. PCT/US2004/042750, and effective December 17, 2003, with regard to U.S. Provisional Patent Application No. 60/530,799 and all other rights described herein.**

Executed at \_\_\_\_\_ (place), this \_\_\_\_ day of \_\_\_\_\_, 2006.

## Jonathan Lightner

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came the above-named Jonathan Lightner, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

**Notary Public for \_\_\_\_\_**  
**My commission expires:**

[SEAL]

Executed at \_\_\_\_\_ (place), this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Hein Tsoeng (Medard) Ng

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came the above-named Hein Tsoeng (Medard) Ng, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires:

[SEAL]

Executed at Exelixis Plant Sciences (place), this 20 day of March, 2006.

\_\_\_\_\_  
John P. Davies

STATE OF Oregon )  
 ) ss.  
COUNTY OF Washington )

This 20 day of March, 2006, before me personally came the above-named John P. Davies, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 6/7/09





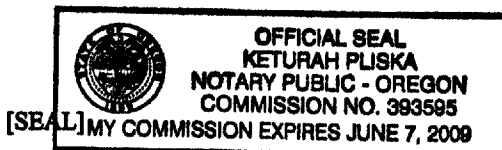
Executed at Exelixis Plant Sciences (place), this 5 day of April, 2006.

EXELIXIS PLANT SCIENCES, INC.

By: [Signature]  
 Name: D. Ry Wagner  
 Title: V.P. of Research & Development

STATE OF Oregon )  
 COUNTY OF Washington ) ss.

This 5 day of April, 2006, before me personally came the above-named D. Ry Wagner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Keturah Pliska  
 Notary Public for Oregon  
 My commission expires: 6/7/09

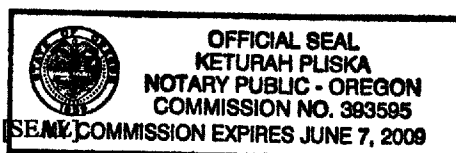
Executed at Exelixis Plant Sciences (place), this 5 day of April, 2006.

AGRINOMICS LLC

By: [Signature]  
 Name: D. Ry Wagner  
 Title: Chief Scientific Officer

STATE OF Oregon )  
 COUNTY OF Washington ) ss.

This 5 day of April, 2006, before me personally came the above-named D. Ry Wagner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Keturah Pliska  
 Notary Public for Oregon  
 My commission expires: 6/7/09