# Electronic Version v1.1

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| SUBMISSION TYPE:   |                          | NEW ASSIGNMENT                          | NEW ASSIGNMENT           |  |
|--|--------------------------|---|--------------------------|--|
| NATURE OF CONVE  | YANCE:                   | ASSIGNMENT                              | ASSIGNMENT               |  |
| CONVEYING PARTY  | ′ DATA                   |   |                          |  |
|  |                          | Name                                    | Execution Date           |  |
| Maxim TROUKHAN   |                          |   | 10/17/2007               |  |
| Gregory NADZAN   |                          | 10/17/2007                              |                          |  |
| Peter MASCIA   |                          |   | 10/17/2007               |  |
| Joel RARANG  |                          |   | 10/10/2007               |  |
| James BURNS  |                          |   | 09/17/2007               |  |
| Kyle VOS STRACHE   | =                        |   | 09/21/2007               |  |
|  | <b>-</b>                 |   |                          |  |
|  |                          |   | ]                        |  |
| Name:  |                          | CERES, INC.                             |                          |  |
| Street Address:       1535 Rancho Conejo Blvd.         City:       Thousand Oaks     |                          |   |                          |  |
|  |                          |   |                          |  |
| State/Country:   | tate/Country: CALIFORNIA |   |                          |  |
| Postal Code: 91320-1440  |                          |   |                          |  |
| PROPERTY NUMBE   | RS Total: 1              |   |                          |  |
| Property 7   | Гуре                     | Numbe                                   | er                       |  |
|  |                          | 11897944                                | 7944                     |  |
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| CORRESPONDENC  | E DATA                   |   |                          |  |
|  |                          |   |                          |  |
| Fax Number:  | (703)205                 |   |                          |  |
| -  |                          | Mail when the fax attempt is unsuccessf | ful.                     |  |
| Phone:   | 8587928                  |   |                          |  |
| Email: alalond@bskb.com  |                          |   |                          |  |
| Correspondent Name: Birch Stewart Kolasch & Birch                                    |                          |   |                          |  |
| Address Line 1:       P.O. Box 747         Address Line 2:       Susan W. Gorman     |                          |   |                          |  |
| Address Line 2: Susan W. Gorman<br>Address Line 4: Falls Church, VIRGINIA 22040-0747 |                          |   |                          |  |
| ATTORNEY DOCKE   |                          | 2750-1694PUS2                           |                          |  |
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|  |                          |   | PATENT                   |  |
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| NAME OF SUBMITTER:   | Susan W. Gorman |
|--|-----------------|
| Total Attachments: 11  |                 |
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ATTORNEY DOCKET NO. 2750-1694PUS2

# BIRCH, STEWART, KOLASCH & BIRCH, LLP

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# ASSIGNMENT

| Application No.               |  | Filed _    | 08/31/2007                                  |  |  |
|-------------------------------|--|------------|---|--|--|
| Insert Name(s)                | ***(Given Name FAMILY NAME   | (ALL CA    | PS))***                                     |  |  |
| of Inventor(s)                | WHEREAS, Maxim TROUKHAN; Gregory NA<br>BURNS; and Kyle VOS STRACHE (hereinafter<br>certain new and useful improvements in:   |            |   |  |  |
| Insert Title<br>of Invention  | NUCLEOTIDE SEQUENCES AND CORRI<br>MODULATED PLANT CHARACTERISTICS  | espond     | ING POLYPEPTIDES CONFERRING                 |  |  |
|                               | for which an application for Letters Patent of the<br>undersigned (except in the case of a provisional app   |            | tates of America has been executed by the   |  |  |
| Insert Date<br>of Signing of  | on   |            | ; and                                       |  |  |
| Application<br>Insert Name    | WHEREAS, CERES, INC.   |            |   |  |  |
| of Assignee<br>Insert Address | of 1535 Rancho Conejo Boulevard, Thousand Oaks   | Califor    | nia 01320 1440                              |  |  |
| of Assignee                   | <b>v</b>   |            |   |  |  |
| CHECK BOX                     | its heirs, successors, legal representatives and as desirous of acquiring the entire right, title and inter-<br>Patent(s) that may be granted therefor in the United $\begin{bmatrix} x \end{bmatrix}$ in any foreign countries.   | est in and | to said invention and in and to any Letters |  |  |
| IF APPROPRIATE                | NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand<br>paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the<br>undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and<br>transfer unto said Assignee the full and exclusive right to the said invention in the United States of<br>America, its territories, dependencies and possessions and the entire right, title and interest in and to<br>any and all Letters Patent(s) which may be granted therefor in the United States of America, its<br>territories, dependencies and possessions, and if the box above is designated, in any and all foreign<br>countries; |            |   |  |  |
|                               | and to any and all divisions, reissues, continuation   | ns. conve  | rsions and extensions thereof for the full  |  |  |

term or terms for which the same may be granted.

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree (s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

| Date _ | 10/17/07, | Name of Inventor | (signature) Maxim TROUKHAN   |
|--------|-----------|------------------|------------------------------|
| Date _ | 10/17/07, | Name of Inventor | (signature) Gregory NADZAN   |
| Date _ | 10/17/07, | Name of Inventor |                              |
| Date _ | 9         | Name of Inventor | (signature) Joel RARANG      |
| Date _ |           | Name of Inventor | (signature) James BURNS      |
| Date _ |           | Name of Inventor | (signature) Kyle VOS STRACHE |

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

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In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

| Date          | `            | Name of Inventor<br>(signature) Maxim TROUKHAN |
|---------------|--------------|--|
| Date          | _,           | Name of Inventor                               |
| Date          | _,           | Name of Inventor                               |
| Date 10/10/07 | _,           | Name of Inventor And Cog Ranger                |
| Date          | _,           | Name of Inventor                               |
| Date          | <sup>3</sup> | Name of Inventor                               |

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In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

| Date,            | , | Name of Inventor<br>(signature) Maxim TROUKHAN                 |
|------------------|---|--|
| Date,            | • | Name of Inventor<br>(signature) Gregory NADZAN                 |
| Date,            | • | Name of Inventor   |
| Date,            |   | Name of Inventor<br>(signature) Joel RARANG                    |
| Date $7/17/07$ , |   | Name of Inventor <u>Aquet Burne</u><br>(signature) James BURNS |
| Date,            |   | Name of Inventor<br>(signature) Kyle VOS STRACHE               |

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In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

| Date,                  | Name of Inventor             |
|------------------------|------------------------------|
|                        | (signature) Maxim TROUKHAN   |
| Date,                  | Name of Inventor             |
|                        | (signature) Gregory NADZAN   |
| Date,                  | Name of Inventor             |
|                        | (signature) Peter MASCIA     |
| Date,                  | Name of Inventor             |
|                        | (signature) Joel RARANG      |
| Date,                  | Name of Inventor             |
| al-1 1-7               | (signature) James BURNS      |
| Date <u>9121/0 +</u> , | Name of Inventor             |
|                        | (signature) Kyle VOS STRACHE |

| State of California  |   |
|--|---|
| County of Ventura  | }   |
| On <u>10/17/07</u> before me, <u>Ho</u>  | 1/4 D. Durg Ca, Notary Public<br>Name and Title of Officer (e.g., "Jane Doe, Notary Public")<br>Troukham<br>Name(e) of Stgner(e)  |
| personally appeared <u>Makim E.</u>  | Troukham<br>Nameler of Stgner(er  |
|  | }   |
|  | personally known to me  |
|  | (or proved to me on the basis of satisfactory evidence)   |
| HOLLY D. DUNGCA<br>Commission # 1766946<br>Notary Public - California<br>Ventura County<br>MyComm.BiptesSep 18, 2011   | to be the person(s) whose name(s) is/are subscribed to the<br>within instrument and acknowledged to me that<br>he/she/they executed the same in his/her/their authorized<br>capacity(iee), and that by his/her/their signature(s) on the<br>instrument the person(s), or the entity upon behalf of<br>which the person(s) acted, executed the instrument. |
|  | WITNESS my hand and official seal.  |
| Place Notary Seal Above  | Signature   |
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| Description of Attached Document         Title or Type of Document:  | ignment   |
| Document Date: 10/17/07  | Number of Pages:2   |
| Signer(s) Other Than Named Above:/   | A   |
| Capacity(ies) Claimed by Signer(s)         Signer's Name: Makim E. Troukhaw         Individual         Corporate Officer — Title(s):         Partner — Limited General         Attorney in Fact         Trustee         Guardian or Conservator         Other:         Signer Is Representing: | □ Individual<br>□ Corporate Officer — Title(s):   |

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|   |          |

| State of California               |   |
|-----------------------------------|---|
| County of VENTURA                 | }   |
| On ID 117/07 before me,           | Renée FRISK, Notarey Public,<br>Name and Title of Officer (e.g., "Jane Doe, Notary Public") |
| personally appeared <u>GREGOR</u> |   |

personally known to me

 $\mathbf{X}$  (or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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|-------------------------------|--------------------------------|---------------------------------|--------------------------------|
| 🗆 Individual                  |                                | Individual                      |                                |
| Corporate Officer — Title(s): |                                | Corporate Officer — Title(s):   |                                |
| Partner — Limited General     | RIGHTTHUMBPRINT                | 🗆 Partner — 🗆 Limited 🛛 General | RIGHTTTHUMBPRINT               |
| Attorney in Fact              | OF SIGNER<br>Top of thumb here | Attorney in Fact                | OF SIGNER<br>Top of thumb here |
| Trustee                       | lop or linano nere             | □ Trustee                       | top or murito here             |
| Guardian or Conservator       |                                | Guardian or Conservator         |                                |
| Other:                        | и.                             | Other:                          |                                |
|                               |                                |                                 |                                |
| Signer Is Representing:       |                                | Signer Is Representing:         |                                |
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|--|---|---|
| Country of Ventura   | Ì   |   |
| County of <u>Ventura</u><br>On <u>10/17/07</u> before me, <u>Har</u><br>personally appeared <u>Peter Nic</u>   | Name and Title of Officer (e.g., "Jane Doe, Notary Put<br>holas Mascia<br>Name(s) of Signer(s)  | Hy Public   |
|  |   |   |
|  | t personally known to me  |   |
|  | $\star$ (or proved to me on the basis of satis  | factory evidence)   |
| HOLLY D. DUNGCA<br>Commission # 1769946<br>Notary Public - California<br>Ventura County<br>MyComm.Extended 14, 2013  | to be the person(s) whose name(s) is/are<br>within instrument and acknowledge<br>he/she/they executed the same in his/he<br>capacity(ies), and that by his/her/their si<br>instrument the person(s); or the entity<br>which the person(s) acted, executed the | ed to me that<br>sr/their authorized<br>gnature(s) on the<br>upon behalf of |
|  | WITNESS my hand and official seal.  |   |
|  | Signature   | q   |
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| Description of Attached Document<br>Title or Type of Document:ASSig  | mment   |   |
| Title or Type of Document: $ASSignature ASSignature A$ | Number of Pages:  | 2   |
| Signer(s) Other Than Named Above:  |   |   |
| Capacity(ies) Claimed by Signer(s)         Signer's Name: I + + + Nicholas Mascia         Individual         Corporate Officer Title(s):         Partner Limited General         Attorney in Fact         Trustee         Guardian or Conservator         Other:         Signer Is Representing:   | Signer's Name:<br>Individual<br>Corporate Officer — Title(s);<br>Partner — I Limited General<br>Attorney in Fact<br>Trustee<br>Guardian or Conservator<br>Other:<br>Signer Is Representing:   |   |
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| State of California  |  |
|--|--|
| Countrat Los Angeles   | 2e A - A 70 No Fary Public<br>Name and Tille & Officer (e.g., "Jane Doe, Notary Public")<br>E RARANG<br>Name(a) of Stando  |
| intrologo 7 D.D.   | A Arou Alter Dillis  |
| On <u>10/10/2007</u> before me, <u>Uarde</u>   | Name and Tille of Officer (e.g., "Jane Doe, Notary Public")  |
| personally appeared JOEL CRM   | ZRARANG  |
|  | Name(s) of Signer(s)   |
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| Ľ  | ∃ personally known to me   |
| »,   |  |
| ×  | (or proved to me on the basis of satisfactory evidence)  |
| te   | o be the person(s) whose name(s) is/are subscribed to the  |
|  | vithin instrument and acknowledged to me that  |
| M ZANDER S. STADEED ATTACK AWARA &   | ne/she/they executed the same in his/her/their authorized  |
| 5/10000 COMM #1673496 -  | apacity(ies), and that by his/her/their signature(s) on the  |
|  | nstrument the person(s), or the entity upon behalf of<br>which the person(s) acted, executed the instrument.   |
| Active and a state of the a  |  |
| V  | VITNESS my hand and official seal.   |
|  |  |
| Place Notary Seal Above  | Kadust   |
| 5  | Signature Signature of Notary Hutling  |
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| Document Date: $\frac{18}{10}$ 2007  | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~  |
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| Connecturing) Claimed by Signaura  |  |
| Capacity(ies) Claimed by Signer(s)<br>Signer's Name:   | Signer's Name:   |
|  |  |
| Corporate Officer — Title(s):  | Corporate Officer — Title(s):  |
| □ Partner — □ Limited □ General  | Partner —      Limited      General  |
| Top of thumb here  | L Attorney in Fact   |
| Trustee     Guardian or Conservator  |  |
| Other:   | Guardian or Conservator Other:   |
|  |  |
| Signer Is Representing:  | Signer Is Representing:  |
|  |  |
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| State of California  |   |
|--|---|
| County of Los Angeles  | ss.   |
| On <u>9/17/2007</u> , before me, M<br>personally appeared James Hoban  | ss.<br>arenchra K. Hovclagoda Notary Public"<br>Name and Title of Officer (e.g., "Jane Doe, Notary Public")<br>Burns<br>Name(9) of Signer(8)  |
|  | personally_known_to_me  |
| NARENDRA K. HORDAGODA<br>Commission # 1638709<br>Notary Public - California<br>Los Angeles County<br>My Comm. Exc. res Jan 17, 2010  | If proved to me on the basis of satisfactory evidence<br>to be the person( $\mathfrak{g}$ ) whose name( $\mathfrak{g}$ ) is/are subscribed<br>to the within instrument and acknowledged to me that<br>he/she/they executed the same in his/her/their<br>authorized capacity(i $\mathfrak{g}$ s), and that by his/her/their<br>signature( $\mathfrak{g}$ ) on the instrument the person( $\mathfrak{g}$ ), or the<br>entity upon behalf of which the person( $\mathfrak{g}$ ) acted,<br>executed the instrument. |
| Place Notary Seal Above  | WITNESS my hand and official seal.  |
| Though the information below is not required by law, it  | may prove valuable to persons relying on the document<br>eattachment of this form to another document.  |
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| State of California  | )   |
|--|---|
| County of San Maleo  | SS.   |
| On Sept 21St 2007 before me,   | SS.<br>Ornel Dean, NOtary Pull<br>Name and Title of Officer (e.g., "Jane Doe, Notary Public")<br>Strache<br>Name(s) of Signer(s)  |
| personally appeared Kyle VO  | Name and Title of Officer (e.g., "Jane Doe, Notary Public")   |
| O  |   |
|  | personally known to me<br>proved to me on the basis of satisfactor<br>evidence  |
| ONIEL DEAN<br>ONIEL DEAN<br>COMM. # 1543878<br>NOTAW PUBLIC - CALIFORNIA 8<br>OM MATED COUNTY<br>My Contr. Exp. Jan. 13, 2009  | to be the person(s) whose name(s) is/ar<br>subscribed to the within instrument an<br>acknowledged to me that he/she/they execute<br>the same in his/her/their authorize<br>capacity(ies), and that by his/her/their<br>signature(s) on the instrument the person(s), o<br>the entity upon behalf of which the person(s)<br>acted, executed the instrument.  |
|  | WITNESS my hand and official seal.  |
|  |   |
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