

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: 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

RECEIVING PARTY DATA

Name:	CERES, INC.
Street Address:	1535 Rancho Conejo Blvd.
City:	Thousand Oaks
State/Country:	CALIFORNIA
Postal Code:	91320-1440

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11897944

CORRESPONDENCE DATA

Fax Number: (703)205-8050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8587928855
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 4: Falls Church, VIRGINIA 22040-0747

ATTORNEY DOCKET NUMBER: 2750-1694PUS2

PATENT

REEL: 020076 FRAME: 0313

500392515

CH \$40.00 11897944

NAME OF SUBMITTER:

Susan W. Gorman

Total Attachments: 11

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BIRCH, STEWART, KOLASCH & BIRCH, LLP

UNITED STATES PATENT RIGHTS, OR
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS

ASSIGNMENT

Application No. 11/897,944 Filed 08/31/2007

Insert Name(s) of Inventor(s) ***** (Given Name FAMILY NAME (ALL CAPS)) *****

WHEREAS, Maxim TROUKHAN; Gregory NADZAN; Peter MASCIA; Joel RARANG; James BURNS; and Kyle VOS STRACHE (hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in:

Insert Title of Invention **NUCLEOTIDE SEQUENCES AND CORRESPONDING POLYPEPTIDES CONFERRING MODULATED PLANT CHARACTERISTICS**

for which an application for Letters Patent of the United States of America has been executed by the undersigned (except in the case of a provisional application)

Insert Date of Signing of Application on _____; and

Insert Name of Assignee **WHEREAS, CERES, INC.**

Insert Address of Assignee of 1535 Rancho Conejo Boulevard, Thousand Oaks, California 91320-1440

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

CHECK BOX ☒ in any foreign countries.
IF APPROPRIATE

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries;

and to any and all divisions, reissues, continuations, conversions 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 patent(s) or 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.

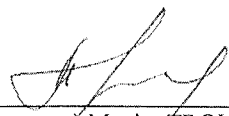
The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

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).

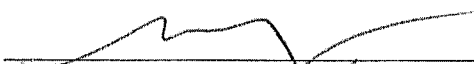
Date 10/17/07,

Name of Inventor


(signature) Maxim TROUKHAN

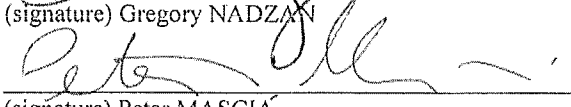
Date 10/17/07,

Name of Inventor


(signature) Gregory NADZAN

Date 10/17/07,

Name of Inventor


(signature) Peter MASCIA

Date _____,

Name of Inventor

(signature) Joel RARANG

Date _____,

Name of Inventor

(signature) James BURNS

Date _____,

Name of Inventor

(signature) Kyle VOS STRACHE

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(signature) Maxim TROUKHAN

Date _____, Name of Inventor _____
(signature) Gregory NADZAN

Date _____, Name of Inventor _____
(signature) Peter MASCIA

Date 10/10/07, Name of Inventor 
(signature) Joel RARANG

Date _____, Name of Inventor _____
(signature) James BURNS

Date _____, Name of Inventor _____
(signature) Kyle VOS STRACHE

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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 7/17/07, Name of Inventor 
(signature) James BURNS

Date _____, Name of Inventor _____
(signature) Kyle VOS STRACHE

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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 _____
(signature) James BURNS

Date 9/21/07, Name of Inventor Kyle VOS STRACHE
(signature) Kyle VOS STRACHE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

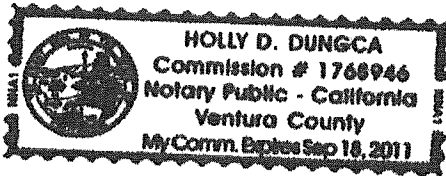
County of Ventura

On 10/17/07 before me, Holly D. Dungca, Notary Public

personally appeared Maxim E. Troukhan

☐ personally known to me

☒ (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.

Place Notary Seal Above

Signature Holly D. Dungca
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment

Document Date: 10/17/07 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Maxim E. Troukhan

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

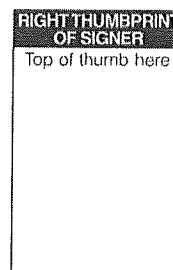
Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of VENTURA

On 10/17/07
Date

before me, Renée Frisk, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

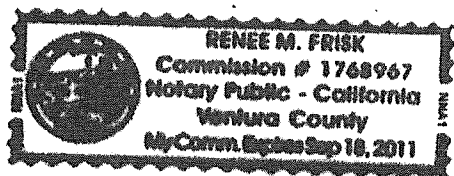
personally appeared Gregory Nadzan
Name(s) of Signer(s)

☐ personally known to me

☒ (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.



Place Notary Seal Above

Signature Renée M. Frisk
Signature of Notary Public

OPTIONAL

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Title or Type of Document: Assignment

Document Date: 10/17/07

Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gregory Nadzan

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

On 10/17/07

Date

before me,

Holly D. Dunga, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

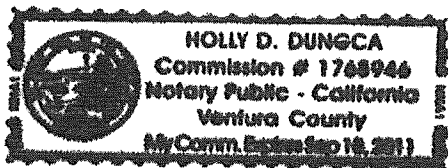
personally appeared

Peter Nicholas Mascia

Name(s) of Signer(s)

☒ personally known to me

☒ (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.

Place Notary Seal Above

Signature

Signature of Notary Public

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Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Peter Nicholas Mascia

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

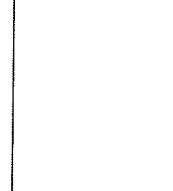
☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

On

10/10/2007

Date

before me,

Qadeer A. Azam

Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

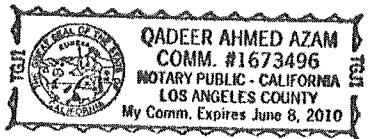
JOEL CRUZ RARANG

Name(s) of Signer(s)

☐ personally known to me

☒ (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.

Place Notary Seal Above

Signature

[Signature]

Signature of Notary Public

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Assignment

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Number of Pages:

3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

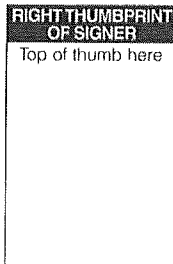
- ☐ Individual
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- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

Signer's Name:

- ☐ Individual
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- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

ss.

On 9/17/2007, before me, Narendra K. Hordagoda Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally

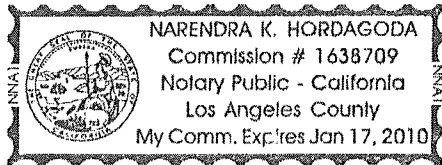
appeared

James Hoban Burns

Name(s) of Signer(s)

☐ personally known to me

☒ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Narendra K. Hordagoda

Signature of Notary Public

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RIGHT THUMBPRINT
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Mateo

} ss.

On Sept 21st, 2007 before me, Oniel Dean, Notary Public

personally appeared

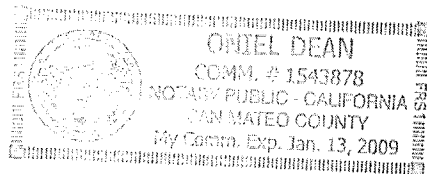
Kyle VOS Strache

Name(s) of Signer(s)

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☒ proved to me on the basis of satisfactory evidence

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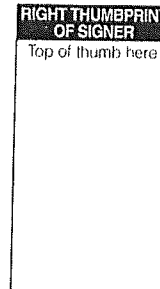
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Signer Is Representing: _____



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