

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Exelixis Plant Sciences, Inc.	04/10/2008
RECEIVING PARTY DATA	
Name:	Agrigenetics, Inc.
Street Address:	9330 Zionsville Road
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46268
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11940279
Application Number:	60866059
CORRESPONDENCE DATA	
Fax Number:	(503)595-5301
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-595-5300
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Address Line 1:	121 SW Salmon Street, Suite 1600
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Address Line 4:	Portland, OREGON 97204
ATTORNEY DOCKET NUMBER:	7896-72540-38 TMH
NAME OF SUBMITTER:	Tanya M. Harding, Ph.D.

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Total Attachments: 10
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A S S I G N M E N T

This is an assignment of rights from John. P. Davies, Hein Tsoeng Ng, and D. Ry Wagner to Exelixis Plant Sciences, Inc., and from Exelixis Plant Sciences, Inc. to Agrigenetics, Inc.

WHEREAS, We, **John P. Davies** of Portland, Oregon, **Hein Tsoeng (Medard) Ng** of Charlottesville, Virginia, and **D. Ry Wagner** of Pleasant Hill, Oregon, have previously entered into an agreement with Exelixis Plant Sciences, Inc. having a place of business at 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, an invention entitled GENERATION OF PLANTS WITH ALTERED PROTEIN, FIBER, OR OIL CONTENT, for which the following patent applications have been filed:

U.S. Provisional Patent Application No. 60/866,059, filed November 15, 2006;
PCT Patent Application No. PCT/US2007/084717, filed November 14, 2007; and
U.S. Patent Application No. 11/940,279, filed November 14, 2007.

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

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

WHEREAS, Agrigenetics, Inc., having a place of business at 9330 Zionsville Road Indianapolis, Indiana 46268, is desirous of acquiring the entire right, title, and interest therein:

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, I 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.

I have conveyed to EPS my 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.

EPS hereby assigns to Agrigenetics, Inc. and Agrigenetics Inc.'s legal representatives, successors and assigns, all right, title, and interest that it now owns or shall hereafter acquire (a) in the patent applications; (b) to all rights to apply for foreign patents on the patent applications; (c) to any and all applications filed and any and all patents granted on the patent applications 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

Executed at THE UPS STORE 334, this 23 day of JAN, 2008.

Hein Tsoeng (Medard) Ng
Hein Tsoeng (Medard) Ng

STATE OF VA)
)
COUNTY OF ALBEMARLE) ss.

This 23 day of JAN, 08, before me personally came the above-named Hein Tsoeng (Medard) Ng, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.

FRANK J. MICUCCI
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #315812
My Commission Expires 9/30/10

Frank J. Micucci
Notary Public For VA
My commission expires: 9/30/10

[SEAL]

Executed at _____, this _____ day of _____, _____.

D. Ry Wagner

STATE OF _____)
)
COUNTY OF _____) ss.

This _____ day of _____, _____, before me personally came the above-named D. Ry Wagner, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.

Notary Public For
My commission expires:

[SEAL]

ASSIGNMENT

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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.

I have conveyed to EPS my 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.

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