# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Michael Ward	08/19/2008

### **RECEIVING PARTY DATA**

Name:	Danisco US Inc., Genencor Division	
Street Address:	925 Page Mill Road	
City:	Palo Alto	
State/Country:	CALIFORNIA	
Postal Code:	94304-1013	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12193614

### **CORRESPONDENCE DATA**

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Address Line 2: Legal Department

Address Line 4: Palo Alto, CALIFORNIA 94304-1013

ATTORNEY DOCKET NUMBER: 31003US

NAME OF SUBMITTER: Steven G. Bacsi

Total Attachments: 2

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PATENT REEL: 022175 FRAME: 0832

## **Assignment**

WHEREAS, the undersigned, Inventor(s), Michael Ward, residing at 4372 24<sup>th</sup> Street, San Francisco, California 94114, has invented certain new and useful improvements which are disclosed in <u>TRICHODERMA PROMOTERS</u>, and have executed an application for United States Letters Patent that was filed on <u>August 18, 2008</u>, identified as United States Serial No. 12/193,614; and

WHEREAS, Danisco US Inc., Genencor Division, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business at 925 Page Mill Road, Palo Alto, CA 94304-1013 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in the application and the inventions disclosed therein, and to all embodiments of the inventions, that were conceived, made or discovered (hereinafter termed "inventions"), and in and to any and all patents, inventor(s)'s certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, be it known by all whom it may concern:

That for good and valuable consideration the receipt of which is hereby acknowledged, the Inventor(s) have and do hereby sell, assign, transfer and convey unto Danisco US Inc., Genencor Division, its successors and assigns, the entire right, title and interest (a) in and to the application and the inventions; (b) in and to all rights to apply for foreign patents on the inventions (c) in and to all applications filed and all patents granted on the inventions in the United States or any foreign country, including every application and every patent granted on any application which is a divisional, substitution, or continuation of the applications; and (d) in and to every reissue or extensions of any patents.

The Inventor(s) hereby covenant and agree to cooperate with Danisco US Inc., Genencor Division to enable Danisco US Inc., Genencor Division to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers and other assistance, all to the extent deemed necessary or desirable by Danisco US Inc., Genencor Division for (a) perfecting the right, title and interest herein conveyed, (b) prosecuting any of the applications, (c) filing and prosecuting, substitute, divisional, continuing or additional applications covering the inventions; (d) for interference or other priority proceedings involving the invention, and (e) legal proceedings involving the inventions and any applications therefor and any patents granted thereon, including without limitation, opposition proceedings,

1

cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions, provided, however, that the expense incurred by the Inventor(s) in providing such cooperation shall be paid for by Danisco US Inc., Genencor Division.

The terms and covenants of this Assignment shall inure to the benefit of Danisco US Inc., Genencor Division, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

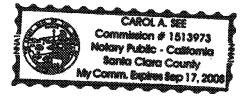
The Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF I undersign as follows:

Signatu	re <u>Michael Ward</u>	Date: _	8/19/08
State of	California )		
County	of Santa Clara )		
On	Augus 619,2008	before me,	CANICA. See (here
	ame and title of the officer), personall		
the basi	s of satisfactory evidence to be the p	erson(s) whose	e name(s) is/are subscribed to the
within in	strument and acknowledged to me th	nat he/she/they	executed the same in his/her/their
authoriz	ed capacity(ies), and that by his/her/	their signature(	s) on the instrument the person(s),
or the er	ntity upon behalf of which the person	(s) acted, exec	uted the instrument. I certify under
PENALT	TY OF PERJURY under the laws of t	he State of Cal	ifornia that the foregoing paragraph
is true a	nd correct.		

WITNESS my hand and official seal.

Signature <u>Laul 9. Jee</u> (Seal)



2

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**RECORDED: 01/29/2009**