

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
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ATTORNEY DOCKET NUMBER:	31003US
NAME OF SUBMITTER:	Steven G. Bacsi
Total Attachments: 2	
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Assignment

WHEREAS, the undersigned, Inventor(s), Michael Ward, residing at 4372 24th Street, San Francisco, California 94114, has invented certain new and useful improvements which are disclosed in TRICHODERMA PROMOTERS, and have executed an application for United States Letters Patent that was filed on August 18, 2008, 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,

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:

Signature 
Michael Ward

Date: 8/19/08

State of California)
County of Santa Clara)

On August 19, 2008 before me, Carola A. See (here insert name and title of the officer), personally appeared Michael Ward, who 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

