

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACTY CO., LTD.	08/31/2009
RECEIVING PARTY DATA	
Name:	INDIVI WINE, LTD.
Street Address:	103-3, Aza-Hirano, Daiwa-cho, Okazaki-shi
City:	Aichi
State/Country:	JAPAN
Postal Code:	444-0931
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11849213
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	Pavel I. Pogodin
Total Attachments: 1 source=CA1648Assignment3#page1.tif	

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Assignment

Whereas, **ACTY CO., LTD.** of Acty Miyakodori-building 6F, 4-11, Miyakodori, Gifu-shi, Gifu 500-8309 Japan, hereinafter called "Assignor", is the owner of the entire right, title and interest in pending U.S. Patent Application S.N. 11/849,213 and the invention disclosed therein entitled **GERMINATED SEEDS POSSESSING INCREASED WATER-SOLUBLE POLYPHENOLS AND METHOD OF MANUFACTURING** (the Application), on the basis of an assignment recorded at Reel 021904 at Frame 0700 on December 1, 2008; and

Whereas, **INDIVI WINE, LTD.** of 103-3, Aza-Hirano, Daiwa-cho, Okazaki-shi, Aichi, Japan 444-0931, (hereinafter called "Assignee"), desire to acquire the entire right, title, and interest in the '213 Application.

1. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee the full and exclusive right, title and interest in and to the '213 Application and the invention disclosed therein, and each and every U.S. Patent granted on any application which is a division, substitution, or continuation of the '213 Application; and in and to each and every reissue or extension of any of said Patents.

2. Assignor hereby covenants and agrees to cooperate with Assignee to enable the Assignee to enjoy to the fullest extent the right, title and interest to the '213 Application. Such cooperation by the Assignor shall include (a) prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the Assignee for perfecting in the Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving the Invention disclosed in the '213 Application; and (f) for legal proceedings involving said Invention and any application therefore 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 said Assignor in providing such cooperation shall be paid for by said Assignee, at the sole discretion of Assignor.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, its legal representatives and assigns.

4. Assignor hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date: August 31, Signature Hirokazu Hasebe

2009 Name: Hirokazu HASEBE (President)

By and on behalf of ACTY CO., LTD.

(Legalization not required for recording but is prima facie evidence of execution under 35 U.S.C. §261)