

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Steven D. TANKSLEY	05/05/2003
RECEIVING PARTY DATA	
Name:	Cornell Research Foundation, Inc.
Street Address:	20 Thornwood Drive
Internal Address:	Suite 105
City:	Ithaca
State/Country:	NEW YORK
Postal Code:	14850
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10278360
CORRESPONDENCE DATA	
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Phone:	2029425000
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Address Line 2:	555 Twelfth Street, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	20612.005
NAME OF SUBMITTER:	Kristan L. Lansbery
Total Attachments: 2 source=Assignment2#page1.tif source=Assignment2#page2.tif	

CH \$40.00 10278360

Assignment

Serial No.: 10/278,360

Filed: 10/23/02

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in **Tomato Plants That Exhibit Resistance to Botrytis Cinerea** and in the application for Letters Patent of the United States therefor, executed by the undersigned concurrently herewith, and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to **Cornell Research Foundation, Inc.**, having offices at **20 Thornwood Drive, Suite 105, Ithaca, NY 14850** and the heirs, successors, legal representatives and assigns of **Cornell Research Foundation, Inc.** (hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For said considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for the said considerations it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony.

Serial No.: 10/278,360

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The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

x Steven Tanksley
Steven D. Tanksley

Executed this x 5 day of x May, 2003.

State of New York)
County of Tompkins) ss.

On 5 MAY, 2003, Steven D. Tanksley appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that he/she freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

Rosemary Reynolds
Notary Public

(SEAL)

My Commission Expires: _____

ROSEMARY REYNOLDS
Notary Public, State of New York
No. 4895247
Qualified in Tompkins County
Term Expires May 18, 2007

