

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Brad Kane GABOR	06/21/2002
Anna Julia FRAMPTON	06/21/2002
Mauro BRAGALONI	09/09/2002

**RECEIVING PARTY DATA**

Name:	Seminis Vegetable Seeds, Inc.
Street Address:	800 N. Lindbergh Boulevard
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63167

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	12816898

**CORRESPONDENCE DATA**

Fax Number: (202)942-5999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2029425000  
 Email: Sandra.Tartisel@aporter.com  
 Correspondent Name: Arnold & Porter LLP  
 Address Line 1: 555 Twelfth Street, NW  
 Address Line 2: Attn: IP Docketing  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	P30635US03/20612.247
NAME OF SUBMITTER:	Kristan L. Lansbery

Total Attachments: 9  
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**PATENT  
 REEL: 024550 FRAME: 0356**

**CH \$40.00 12816898**

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Filed: \_\_\_\_\_

Serial No. \_\_\_\_\_

### ASSIGNMENT

In consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, We, the inventors, agree to assign, and do hereby assign to Seminis Vegetable Seeds, Inc., having a place of business at 2700 Camino del Sol, Oxnard, California 93030, and to its successors, legal representatives and assigns (the "Assignee"), the entire right, title and interest throughout the world in and to the invention and improvements in "TOMATO PLANTS THAT EXHIBIT RESISTANCE TO BOTRYTIS CINEREA" invented by us together with the patent rights and rights of protection to the invention or improvements throughout the world, and in and to any and all divisional, continuation, reissue, reexamination, renewal, extension, substitution and confirmation applications and patents granted thereon, to be held and enjoyed by the Assignee for its own use and behalf as fully and entirely as if the invention or improvements would have been held and enjoyed by us if this Assignment had not been made.

We warrant that we are the sole and exclusive owners of the interests assigned herein and have the right to make this Assignment. We further warrant that there are no prior sales, assignments, leases, agreements or any encumbrances of any type in the interests assigned herein. We agree that we will not execute any writing or do any act whatsoever which conflicts with the interests assigned herein.

We authorize Assignee to make application on its own behalf for patent rights and rights of protection in countries foreign to the United States and where expedient to claim under international law or convention or the laws of any particular country (such as the International Convention for the Protection of Industrial Property) for any such application the date of the United States application as priority to such other application. We further authorize Assignee to claim under international law or convention or the laws of any particular country such priority rights without further written or oral authorization from us. We consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required under international law or convention or the laws of any particular country for any purpose, including the right of Assignee to claim such priority rights.

We authorize and request the patent office officials in the United States and in countries foreign to the United States to issue the patent rights to Assignee.

We authorize and request the attorneys of record in the application to insert in this Assignment the date and serial number of the application when known.

We hereby agree, upon the request and at the expense of the Assignee, but without further or additional consideration, to execute any and all divisional, continuation, reissue, reexamination, renewal, extension, substitution and confirmation applications for the invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, that the Assignee may deem necessary or expedient. We agree to promptly provide Assignee all pertinent facts and documents relating to the invention of which we know or of which we in the

future become aware. We further agree, upon the request of the Assignee, in the event of the application or any divisional, continuation, reissue, reexamination, renewal, extension, substitution or confirmation applications and patents granted on the invention or any improvements becoming involved in an interference, opposition, court or other proceeding, to cooperate to the best of my ability with the Assignee in preparing and executing the preliminary statement, giving and producing evidence, and giving testimony in support thereof.

First Inventor's Signature: Brad Kane Gabor

Name: Brad Kane Gabor

Date: June 21, 2002

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Before me, a Notary Public in and for the County and State aforesaid, appeared to me personally Brad Kane Gabor, known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Second Inventor's Signature: Anna J. Frampton

Name: Anna Julia Frampton

Date: June 21, 2002

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Before me, a Notary Public in and for the County and State aforesaid, appeared to me personally Anna Julia Frampton, known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Third Inventor's Signature: \_\_\_\_\_

Name: Mauro Bragaloni

Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_ )

Before me, a Notary Public in and for the County and State aforesaid, appeared to me personally Mauro Bragaloni, known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Fourth Inventor's Signature: \_\_\_\_\_

Name: Steven D. Tanksley

Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_ )

Before me, a Notary Public in and for the County and State aforesaid, appeared to me personally Steven D. Tanksley, known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

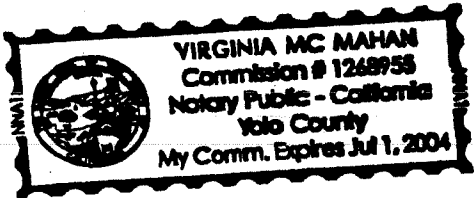
State of California

County of Yolo County

On June 21, 2002 before me, Virginia Mc Mahan Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Brad Gabor  
Name(s) of Signer(s)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Virginia Mc Mahan  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Assignment

Document Date: June 21, 2002 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

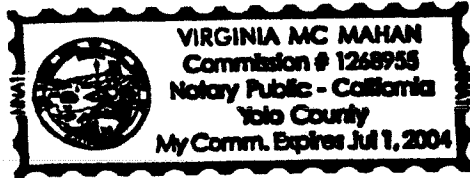
State of California

County of Yolo County

On June 21, 2002 before me, Virginia McMahan, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anna J. Frampton  
Name(s) of Signer(s)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Virginia McMahan  
Signature of Notary Public

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Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Filed: April 24, 2002

Serial No.: 10/131,156

### ASSIGNMENT

In consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, We, the inventors, agree to assign, and do hereby assign to Seminis Vegetable Seeds, Inc., having a place of business at 2700 Camino del Sol, Oxnard, California 93030, and to its successors, legal representatives and assigns (the "Assignee"), the entire right, title and interest throughout the world in and to the invention and improvements in "TOMATO PLANTS THAT EXHIBIT RESISTANCE TO BOTRYTIS CINEREA" invented by us together with the patent rights and rights of protection to the invention or improvements throughout the world, and in and to any and all divisional, continuation, reissue, reexamination, renewal, extension, substitution and conformation applications and patents granted thereon, to be held and enjoyed by the Assignee for its own use and behalf as fully and entirely as if the invention or improvements would have been held and enjoyed by us if this Assignment had not been made.

We warrant that we are the sole and exclusive owners of the interests assigned herein and have the right to make this Assignment. We further warrant that there are no prior sales, assignments, leases, agreements or any encumbrances of any type in the interests assigned herein. We agree that we will not execute any writing or do any act whatsoever which conflicts with the interests assigned herein.

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First Inventor's Signature \_\_\_\_\_

Name: Anna Julia Frampton

Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Before me, a Notary Public in and for the County and State aforesaid, appeared to me personally Anna Julia Frampton, known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act ad for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

My Commissioner Expires: \_\_\_\_\_

First Inventor's Signature Mauro Bragaloni

Name: Mauro Bragaloni

Date: September 9, 2002

Witnessed: GASPERIN GIANNI  
Gasperin

Witnessed: ROBERIA GAMBIN  
Robesia Gambin

First Inventor's Signature \_\_\_\_\_

Name: Steven D. Tanksley

Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Before me, a Notary Public in and for the County and State aforesaid, appeared to me personally Steven D. Tanksley, known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act ad for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

My Commissioner Expires: \_\_\_\_\_