

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Scott S. Johnson	06/24/2010
Scott N. Kelly	06/21/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Agrigenetics, Inc.
<b>Street Address:</b>	9330 Zionsville Road
<b>City:</b>	Indianapolis
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46268
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12814545
<b>CORRESPONDENCE DATA</b>	
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<b>Address Line 1:</b>	9330 Zionsville Road
<b>Address Line 4:</b>	Indianapolis, INDIANA 46268
<b>ATTORNEY DOCKET NUMBER:</b>	67626
<b>NAME OF SUBMITTER:</b>	Michele Lyons

Total Attachments: 5  
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**ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, made this 14<sup>th</sup> day of June 2010, by Scott S. Johnson and Scott N. Kelly (hereinafter referred to as Assignors), residing at 3112 Ridgetop Road, Ames, Iowa 50014; and 607 Baneberry Court, Northfield, Minnesota 55057, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in INBRED CORN LINE XJH58, set forth in a Patent application for Letters Patent of the United States, already filed on June 14, 2010 as U.S. Application No. 12/814,545; and

**WHEREAS**, Agrigenetics, Inc., a corporation organized under and pursuant to the laws of the State of Indiana having its principal place of business at 9330 Zionsville Road, Indianapolis, Indiana 46268 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, for good and valuable consideration and/or the remuneration received for my/our work and/or other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

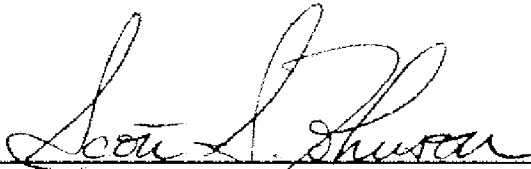
**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

AGRIGENETICS, INC.

All practitioners at Customer Number 25212

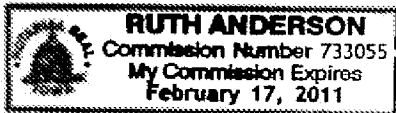
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

  
\_\_\_\_\_  
Scott S. Johnson

Date: June 24, 2010

United States of America )  
State of Iowa ) ss.:  
County of STORY )

On this 24TH day of JUNE, 2010, before me personally came Scott S. Johnson, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



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

*Scott N. Kelly*

Scott N. Kelly

Date: 6/21/10

United States of America )  
State of Minnesota ) ss.:  
County of Rice )

On this 21<sup>st</sup> day of June, 2010, before me personally came Scott N. Kelly, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

*Rachael Anne Hores*  
Notary Public

