

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Michael D. Ferguson	06/15/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Driscoll Strawberry Associates, Inc
<b>Street Address:</b>	345 Westridge Drive
<b>City:</b>	Watsonville
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95077
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12803582
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	1526-033PP
<b>NAME OF SUBMITTER:</b>	Robert J. Jondle
<b>Total Attachments: 3</b> source=1526-033PPExecAssignment#page1.tif source=1526-033PPExecAssignment#page2.tif source=1526-033PPExecAssignment#page3.tif	

CH \$40.00 12803582

**ASSIGNMENT**

WHEREAS, I, **MICHAEL D. FERGUSON**, a citizen of the United States, residing at 10950 Citrus Drive, Moorpark, California 93021 (hereinafter referred to as "ASSIGNOR"), am the inventor of an invention entitled **STRAWBERRY PLANT NAMED 'DRISSTRAWSEVENTEEN'**, for which an application for Letters Patent is being filed with the United States Patent and Trademark Office; and

WHEREAS, **DRISCOLL STRAWBERRY ASSOCIATES, INC.**, a corporation organized under the laws of the state of California, with a place of business at 345 Westridge Drive, Watsonville, California 95077 (hereinafter referred to as "ASSIGNEE"), is desirous of obtaining the entire right, title, and interest in, to and under the said invention and the said application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention and the said application, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of the said application for Letters Patent of the United States which are created by any law, treaty or international convention, all plant breeder's rights applications which may have been filed or may hereafter be filed for said invention or have been granted in any country or countries foreign to the United States, including but not limited to any Plant Breeder's Rights applications applied for or granted under a Community Plant Variety Right member or an International Union for the Protection of New Varieties of Plants ("UPOV") member or a non-UPOV member ("Plant Breeder's Rights") and all Plant Variety Protection applications which may have been filed, may hereafter be filed or have been granted for said invention in the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents, Plant Variety Protection Certificates or Plant Breeder's Rights on applications as aforesaid, to issue all Letters Patent, Plant Variety Protection Certificates or Plant Breeder's Rights for said invention to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any

agreement in conflict herewith, and conveys all rights to sue for any past infringement under the said invention.

AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection, Plant Variety Protection and Plant Breeder's Rights protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal.

  
\_\_\_\_\_  
Signature: MICHAEL D. FERGUSON

June 15 2010  
Date

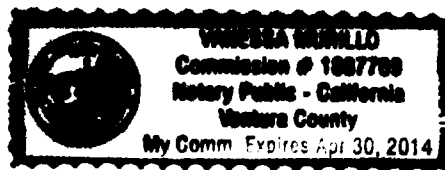
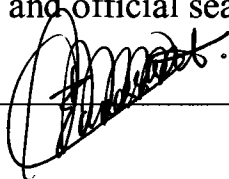
State of California  
County of Ventura

On June 15<sup>th</sup>, 2010 before me, Vanessa Muirillo, a notary public, personally appeared Michael D. Ferguson, 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 is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_



(Seal)