

PATENT ASSIGNMENT

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| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| CORNELIS MARINUS MOOR | 09/06/2006 |
| EGBERT CAROLUS JOHANNES SMITS | 09/06/2006 |
| RECEIVING PARTY DATA | |
| Name: | RIJK ZWAAN ZAADTEELT EN ZAADHANDEL B.V. |
| Street Address: | BURG, CREZEELAAN 40 |
| City: | DE LIER |
| State/Country: | NETHERLANDS |
| Postal Code: | NL-2678 KX |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12852860 |
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| ATTORNEY DOCKET NUMBER: | 43104.02.2013 |
| NAME OF SUBMITTER: | Deborah L. Lu |
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ASSIGNMENT

WHEREAS, WE, **Cornelis Marinus MOOR** and **Egbert Carolus Johannes SMITS**, residing in **Monster, The Netherlands** and **Zevenbergen, The Netherlands**; respectively, have invented certain new and useful improvements entitled "**DOWNY MILDEW RESISTANT LETTUCE**" for which a patent application was filed in the United States on July 11, 2006 and bears United States Patent Application No. 11/484,363, which claims the benefit of Provisional Patent Application No. 60/689,833 filed June 13, 2005;


AND, WHEREAS, **Rijk Zwaan Zaadteelt en Zaadhandel B.V.**, a corporation of The Netherlands, having a place of business at **Burg, Crezeelaan 40, KX DE LIER, The Netherlands NL-2678**, hereinafter called the "assignee", is desirous of acquiring the entire right, title, and interest in and to said application and the inventions and improvements therein disclosed.

NOW, THEREFORE, for good and valuable consideration paid to us by said assignee, the receipt of which is hereby acknowledged, we do hereby assign, sell, transfer, and set over unto said assignee the entire right, title and interest in and to said application and the inventions and improvements therein disclosed for the United States and all foreign countries and any Letters Patent which may issue therefor in the United States and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, said assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by us had this assignment not been made.


The Commissioner for Patents is requested to issue such Letters Patent in accordance herewith. We covenant that we are the lawful owners of the said application, inventions, and improvements, that the same are unencumbered, that no license has been granted to make, use, or vend the said inventions or improvements or any of them, and that we have the full right to make this assignment.

And for the consideration aforesaid, we agree jointly and individually that we will communicate to said assignee or the representatives thereof any facts known to us respecting said inventions and improvements, and will, upon request, but without expense to us, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, continuation-in-part, renewal, and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said assignee or by counsel for said assignee, to assist or enable said assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon our heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said assignee.

Cornelis Marinus MOOR


Date 06-09-06

Egbert Carolus Johannes SMITS


Date 06-09-06

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RECORDED: 09/28/2006
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