

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Andrew Douglas BREDE	10/19/2009
Susan H. SAMUDIO	10/19/2009
Caius ROMMENS	10/14/2009
Jingsong YE	10/14/2009
RECEIVING PARTY DATA	
Name:	J.R. SIMPLOT COMPANY
Street Address:	999 Main Street
Internal Address:	Suite 1300
City:	Boise
State/Country:	IDAHO
Postal Code:	83702
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12906738
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	058951-0368
NAME OF SUBMITTER:	Richard C. Peet
Total Attachments: 4 source=Asst#page1.tif source=Asst#page2.tif source=Asst#page3.tif source=Asst#page4.tif	

OP \$40.00 12906738

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

**Andrew Douglas BREDE
Susan H. SAMUDIO
Caius ROMMENS
Jingsong YE**

Additional conveying party(ies) **NO**

2. Name and address of receiving party(ies):

**J.R. SIMPLOT COMPANY
999 Main Street
Suite 1300
Boise, Idaho 83702**

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

10/14/2009; 10/19/2009Additional name(s) & address(es) attached? **NO**

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

12/906,738

B. Patent Number(s):

Additional numbers attached? **NO**

5. Name and address of party to whom correspondence concerning document should be mailed:

**Richard C. Peet
FOLEY & LARDNER LLP
3000 K Street, N.W.
Suite 600
Washington, D.C. 20007-5143**

6. Total number of applications/patents involved: **1**7. Total fee (37 C.F.R. § 3.41): **\$40.00**

Check Enclosed

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Authorized to be charged to deposit account

8. Payment Information

a. Credit Card Last 4 Numbers **0854**
Expiration Date **11/30/2011**

b. Deposit account number **19-0741**
Authorized User Name **Richard C. Peet**

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9. Statement and signature:

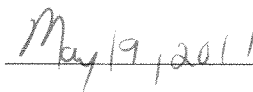
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Richard C. Peet

Name of person signing



Signature



Date

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Atty. Dkt. No. 058951-0344

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

J.R. SIMPLOT COMPANY
999 Main Street, Suite 1300
Boise, Idaho 83702

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions in and to this invention relating to

GLYPHOSATE TOLERANT PERENNIAL RYEGRASS 'BLITZ TD'

as set forth in this United States Patent Application

Check
one

executed concurrently herewith

executed on

Serial No. 61/252,930

and

Filed October 19, 2009

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

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lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAME AND SIGNATURE OF INVENTOR

NAME: ANDREW DOUGLAS BREDE SIGNATURE: *Andrew Douglas Brede* DATE: 10/19/09

NAME AND SIGNATURE OF WITNESSES

NAME: Kathleen S. Piattler SIGNATURE: *Kathleen S Piattler* DATE: 10/19/09

NAME: Jonathan E. Schmale SIGNATURE: *Jonathan E Schmale* DATE: 10/19/09

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NAME: SUSAN H. SAMUDIO SIGNATURE: *Susan H. Samudio* DATE: 10/19/09

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NAME: TAMARA SWANDER SIGNATURE:  DATE: 10/14/09

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NAME AND SIGNATURE OF WITNESSES

NAME: Noel Voermans SIGNATURE:  DATE: 10/14/09

NAME: TAMARA SWANDER SIGNATURE:  DATE: 10-14-09

Note: *Prima facie* evidence of execution may optionally be obtained by execution before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.