

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Martin Deuter	08/21/2011
RECEIVING PARTY DATA	
Name:	Mendel Biotechnology, Inc.
Street Address:	3935 Point Eden Way
Internal Address:	Patent Department
City:	Hayward
State/Country:	CALIFORNIA
Postal Code:	94545-3720
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13067964
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ATTORNEY DOCKET NUMBER:	MBI-0101PP5
NAME OF SUBMITTER:	Laura A. Huntington
Total Attachments: 2 source=MBI_0101PP5_Executed_Assignment#page1.tif source=MBI_0101PP5_Executed_Assignment#page2.tif	

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(Sole)

Martin DEUTER, residing at Rosemarienbergstrasse 3a, Wanzleben, Germany, D-39164, (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled MISCANTHUS PLANT NAMED 'MBS 1001', and which is a:

- (1) provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. _____, and filed on _____; or
- (2) non-provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. 13/067,964, and filed on July 12, 2011.

WHEREAS, MENDEL BIOTECHNOLOGY, INC., a corporation duly organized under and pursuant to the laws of State of California, USA, and having its principal place of business at 3935 Point Eden Way, Hayward, California 94545-3720, USA (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;

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- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) -- (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP; Jeffrey M. Libby (Reg. No. 48,251); and Yifan Mao (Reg. No. 60,804) to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 21-08-2011

By: Martin Deuter
Martin Deuter