

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Barry JACOBSEN</td> <td>11/03/2009</td> </tr> <tr> <td>Nina K. ZIDACK</td> <td>12/02/2009</td> </tr> <tr> <td>Rebecca LARSON</td> <td>12/15/2009</td> </tr> </tbody> </table>		Name	Execution Date	Barry JACOBSEN	11/03/2009	Nina K. ZIDACK	12/02/2009	Rebecca LARSON	12/15/2009		
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<table border="1"> <tr> <td>Name:</td> <td>MONTANA STATE UNIVERSITY</td> </tr> <tr> <td>Street Address:</td> <td>304 Montana Hall, P.O. Box 172460</td> </tr> <tr> <td>City:</td> <td>Bozeman</td> </tr> <tr> <td>State/Country:</td> <td>MONTANA</td> </tr> <tr> <td>Postal Code:</td> <td>59717-2460</td> </tr> </table>		Name:	MONTANA STATE UNIVERSITY	Street Address:	304 Montana Hall, P.O. Box 172460	City:	Bozeman	State/Country:	MONTANA	Postal Code:	59717-2460
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CORRESPONDENCE DATA											
<p>Fax Number: (202)842-7899          Phone: 202-842-7800          Email: vmelton@cooley.com, zpatdcdocketing@cooley.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: COOLEY LLP          Address Line 1: 777 6th Street, NW, Suite 1100          Address Line 4: Washington, DISTRICT OF COLUMBIA 20001</p>											
ATTORNEY DOCKET NUMBER:	MONT-064/03US										
NAME OF SUBMITTER:	Adam L. Lunceford										
Total Attachments: 5 source=MONT_064Assign#page1.tif source=MONT_064Assign#page2.tif source=MONT_064Assign#page3.tif source=MONT_064Assign#page4.tif source=MONT_064Assign#page5.tif											

CH \$40.00 13204315

## ASSIGNMENT

Barry JACOBSEN, residing at Bozeman, MONTANA, Nina K. ZIDACK, residing at Bozeman, MONTANA, and Rebecca LARSON, residing at Loveland, COLORADO, (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **BACILLUS ISOLATES AND METHODS OF THEIR USE TO PROTECT AGAINST PLANT PATHOGENS**, 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. 12/557,975, and filed on September 11, 2009.

WHEREAS, **Montana State University**, a corporation duly organized under and pursuant to the laws of Montana, and having its principal place of business at **304 Montana Hall, P.O. Box 172460, Bozeman, Montana 59717-2460** (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; 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; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent 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 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; and

(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 a lawful owner of an undivided interest in 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 Assignor, 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 GODWARD KRONISH LLP 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: 11/3/09By: Barry Jacobsen

Barry JACOBSEN

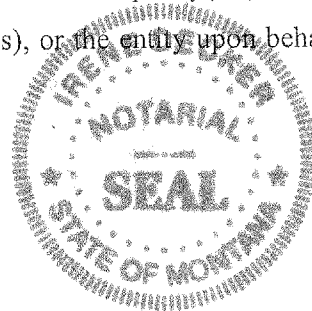
State of Montana  
County of Gallatin ss.

On November 5, 2011, before me, Irene Decker,  
Notary Public, personally appeared Barry Jacobsen,  
personally known to me or 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.

WITNESS my hand and official seal.

Irene Decker

Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 3-13-2011

Date: 12/2/09By: 

Nina K. ZIDACK

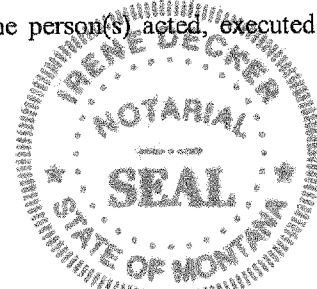
State of Montana )  
County of Gallatin ) ss.

On December 2, 2009, before me, Irene Decker, Notary Public, personally appeared Nina Zidack, personally known to me or 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.

WITNESS my hand and official seal.



Signature of Notary Public




Place Notary Seal Above

My Commission Expires: 3-13-2011

Date: 12/15/2009

By:   
Rebecca LARSON

State of <u>Colorado</u>	) ss.
County of <u>Boulder</u>	
<p>On <u>12/15/2009</u>, before me, <u>Gayle S Schlager</u> Notary Public, personally appeared <u>Rebecca Larson</u>, personally known to me or 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.</p>	
<p>WITNESS my hand and official seal.</p>	
<p><u></u></p> <p>Signature of Notary Public</p>	<div data-bbox="917 997 1356 1165" data-label="Image"> </div> <p>Place Notary Seal Above</p>
<p>My Commission Expires: <u>4/21/2010</u></p>	