

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Jacobus Hubertus VOSSEN	04/18/2012
Maarten NIJENHUIS	04/26/2012
Marion Johanna Barbara ARENS-DE REUVER	04/18/2012
Edwin Andries Gerard VAN DER VOSSEN	04/24/2012
Evert JACOBSEN	04/18/2012
Richard Gerardus Franciscus VISSER	04/18/2012

RECEIVING PARTY DATA

Name:	WAGENINGEN UNIVERSITEIT
Street Address:	Droevedaalsesteeg 4
City:	Wageningen
State/Country:	NETHERLANDS
Postal Code:	6708 PB

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13496845

CORRESPONDENCE DATA

Fax Number: (858)720-5125

Phone: (858) 720-5112

Email: gsarda@mofo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Kate H. Murashige

Address Line 1: Morrison & Foerster LLP

Address Line 2: 12531 High Bluff Drive, Suite 100

Address Line 4: San Diego, CALIFORNIA 92130-2040

ATTORNEY DOCKET NUMBER: 313632013300

CH \$40.00 13496845

CH

NAME OF SUBMITTER:

Kate H. Murashige

Total Attachments: 6

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ASSIGNMENT

This assignment is by:

1. Jacobus Hubertus VOSSEN
Uiverweide 23
6708 LA Wageningen
NETHERLANDS
2. Maarten NIJENHUIS
Burgemeester H.G. Reinenstraat 13
8331 KC Steenwijk
The Netherlands
3. Marion Johanna Barbara ARENS-DE REUVER
Fluitakker 2
6721 ZD Bennekom
NETHERLANDS
4. Edwin Andries Gerard VAN DER VOSSEN
Oortlaan 39
3572 ZM Utrecht
NETHERLANDS
5. Evert JACOBSEN
Ritsema bosweg 77
6706 BD Wageningen
NETHERLANDS
6. Richard Gerardus Franciscus VISSER
Emmalaan 17
6721 ET Bennekom
NETHERLANDS

(referred to in this Assignment as "Assignors"), who reside at or have a mailing address as listed above.

This Assignment is to:

Assignee: WAGENINGEN UNIVERSITEIT
Address: Droevedaalsweg 4, 6708 PB Wageningen, NETHERLANDS
A university duly organized under and pursuant to the laws of: Netherlands

(referred to in this Assignment as "Assignee"), who desires to acquire the entire right, title and interest in
said inventions and said application for letters patent of the United States, and in any United States or
foreign, letters patent or patents, to be obtained therefor and thereon.

Assignors have invented certain new and useful inventions in:

CLONING AND EXPLOITATION OF A FUNCTIONAL R-GENE FROM SOLANUM CHACOENSE

for which Assignors have filed an application for patent in the United States of America concurrently herewith. Where this Assignment is not filed concurrently with the application, the following identifying information may be added after execution:

Serial No.: 13/496,845 International Filing Date: September 20, 2010

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignors hereby sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for letters patent, and any and all letters patent or patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all provisionals, divisions, continuations, continuations-in-part and substitutions of said application, or reissues, re-examinations or extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover for past, present and future infringement), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.
2. Assignors represent, warrant and covenant that, at the time of execution and delivery of this agreement, Assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement.
3. Assignors shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) letters patent for said inventions in any country, including any reissues, re-examination or extension of or interference proceedings; or (c) any provisional, division, continuation, continuation-in-part, or substitutions of any application for letters patent or any reissues, re-examinations, extensions or interference proceedings involving any letters patent, to be obtained thereon. To be clear, for purposes of this paragraph, "desirable" shall include, without limitation, any act necessary or useful in connection with United States laws and/or international conventions.
4. Assignors hereby authorize and request the Commissioner of Patents in the United States to issue the above mentioned letters patents of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date: 18 - 04 - 2012

Signature:

Jacobus Hubertus VOSSEN

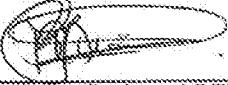
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Signature:

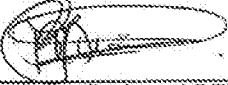
Maarten NIJENHUIS

Attorney Docket No.: 313632013300
Client Reference No.: P88981US00

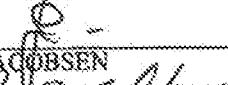
Date: 18.06.12

Signature: 
Marion Johanna Barbara ARENS-DE REUVER

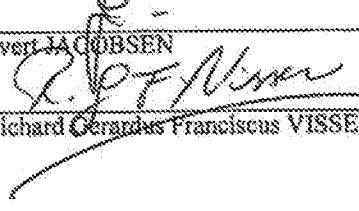
Date: _____

Signature: 
Edwin Andries Gerard VAN DER VOSSEN

Date: 18.04.12

Signature: 
Evert JACOBSEN

Date: 18/4/12

Signature: 
Richard Genghis Franciscus VISSER

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6. Richard Gerardus Franciscus VISSER
Emmaalaan 17
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1. Assignors hereby sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for letters patent, and any and all letters patent or patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all provisionals, divisions, continuations, continuations-in-part and substitutions of said application, or reissues, re-examinations or extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover for past, present and future infringement), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

2. Assignors represent, warrant and covenant that, at the time of execution and delivery of this agreement, Assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement.

3. Assignors shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) letters patent for said inventions in any country, including any reissue, re-examination or extension of or interference proceedings; or (c) any provisional, division, continuation, continuation-in-part, or substitutions of any application for letters patent or any reissues, re-examinations, extensions or interference proceedings involving any letters patent, to be obtained thereon. To be clear, for purposes of this paragraph, "desirable" shall include, without limitation, any act necessary or useful in connection with United States laws and/or international conventions.

4. Assignors hereby authorize and request the Commissioner of Patents in the United States to issue the above-mentioned letters patents of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date: _____

Signature: _____

Jacobus Hubertus VOSSEN

Date: 26-04-2012

Signature: _____

Marcel NUIENHUIS

Attorney Docket No.: 313632013300
Client Reference No.: P88991US00

Date: _____

Signature: _____

Marion Johanna Barbara ARENS-DE REUVER

Date: 24/4/2012

Signature: _____

Edwin Andries Gerard VAN DER VOSSEN

Date: _____

Signature: _____

Evert JACOBSEN

Date: _____

Signature: _____

Richard Gerardus Franciscus VISSER