### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
David M. ROGERS	06/11/2013
John AIKENS	06/11/2013

### **RECEIVING PARTY DATA**

Name:	McCain Foods Limited	
Street Address:	8800 Main St.	
City:	Florenceville-Bristol	
State/Country:	CANADA	
Postal Code:	E7L 1B2	

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29456311

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	688072-28US
NAME OF SUBMITTER:	Debra Gabriel
Signature:	/Debra Gabriel/
Date:	07/12/2013
	PATENT

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	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 3 source=00532443#page1.tif source=00532443#page2.tif source=00532443#page3.tif	

Attorney Docket No.: 688072-28US Ref. No.: 7028-D5525US00

# INVENTOR'S COMBINED DECLARATION (37 CFR 1.63) AND ASSIGNMENT

(Design Patent Application)

As a below-named inventor/assignor of a certain new and useful invention entitled:

### ROOT VEGETABLE PRODUCT

### DECLARATION

A 125.

I hereby declare that:

This Declaration is directed to the patent application attached hereto or the United States application or PCT international application number <u>29/456,311</u> filed on <u>May 30, 2013</u>.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this Declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Note to Inventor: 37 C.F.R. § 1.63(c) states: "A person may not execute an oath or declaration for an application unless that person has reviewed and understands the contents of the application, including the claims, and is aware of the duty to disclose to the Office all information known to the person to be material to patentability as defined in § 1.56."

## ASSIGNMENT

WHEREAS, I ("ASSIGNOR") desire/am obligated to assign to the below-named ASSIGNEE the invention identified above;

WHEREAS, ("ASSIGNEE"):

McCain Foods Limited
(a Canadian Corporation)
8800 Main St.
Florenceville-Bristol E7L 1B2
Canada

is desirous of acquiring the entire right, title and interest in and to the invention throughout the United States, and all right, title and interest in, to and under any and all Letters Patent of the United States;

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FOR GOOD and VALUABLE CONSIDERATION, the full receipt and sufficiency of which are hereby acknowledged, ASSIGNOR(S), intending to be legally bound, do hereby:

AUTHORIZE said ASSIGNEE, or its representatives to insert above the filing date and application number of the application when these are known;

SELL, ASSIGN, TRANSFER and CONVEY to ASSIGNEE the whole and entire right, title and interest for the United States and its possessions and territories in and to the invention which is disclosed in the above-identified patent application, and, in and to any and all patent applications related thereto including, but not limited to, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States on the invention; all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States on the invention to the full end of the term or terms for which the patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR(S) had this Assignment not been made; and specifically including all rights of priority created by the above patent application under any treaty, convention or law relating thereto;

AUTHORIZE and REQUEST the issuing authority to issue any and all United States patents granted on the invention to ASSIGNEE;

WARRANT and REPRESENT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by ASSIGNOR(S), and that the full right to convey the same as herein expressed is possessed by ASSIGNOR(S);

AGREE and UNDERTAKE, when requested and at the expense of ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment, ASSIGNOR(S) will execute all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to ASSIGNEE all facts known to ASSIGNOR(S) relating to the invention and the history thereof; and generally do everything possible which ASSIGNEE shall consider desirable for vesting title to the invention in ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for the invention; all without further compensation to ASSIGNOR(S);

TO BE BINDING on the heirs, assigns, representatives and successors of ASSIGNOR(S) and extending to the successors, assigns, and nominees of ASSIGNEE.

First/sole inventor/Assignor:

Signature:

Typed Legal Name:

David M/ ROGERS

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# Second joint inventor/Assignor:

Date: <u>June 11,2013</u> Signature:

Typed Legal Name: John AIKENS

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