

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2790970

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SOLUM, INC.	02/20/2014
RECEIVING PARTY DATA	
Name:	MONSANTO TECHNOLOGY LLC
Street Address:	800 N. LINDBERGH BLVD
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63167
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8144319
Patent Number:	8477295
Patent Number:	8325336
Patent Number:	8472024
Patent Number:	8472023
Application Number:	13903478
Application Number:	13903841
Application Number:	13231701
Application Number:	13152843
CORRESPONDENCE DATA	
Fax Number:	(314)621-2307
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3146215070
Email:	uspatents@armstrongteasdale.com,cschill@armstrongteasdale.com
Correspondent Name:	MICHAEL G. MUNSELL
Address Line 1:	7700 FORSYTH BLVD.
Address Line 2:	SUITE 1800
Address Line 4:	ST. LOUIS, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	33901-MISC
NAME OF SUBMITTER:	MICHAEL G. MUNSELL

PATENT

SIGNATURE:	/Michael G. Munsell/
DATE SIGNED:	03/28/2014
Total Attachments: 4 source=Executed Patent Assignment from Solum to Monsanto 20FEB2014#page1.tif source=Executed Patent Assignment from Solum to Monsanto 20FEB2014#page2.tif source=Executed Patent Assignment from Solum to Monsanto 20FEB2014#page3.tif source=Executed Patent Assignment from Solum to Monsanto 20FEB2014#page4.tif	

ASSIGNMENT OF UNITED STATES PATENT RIGHTS

This ASSIGNMENT OF UNITED STATES PATENT RIGHTS is entered into as of February 20, 2014 (“Patent Assignment”) by and between MONSANTO TECHNOLOGY LLC, a Delaware limited liability company (“Assignee”), and SOLUM, INC., a Delaware corporation (“Assignor”).

Recitals

WHEREAS, Assignor and Monsanto Company, a Delaware corporation and sole Member of Assignee (“Buyer”) are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Buyer (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, convey, transfer and assign to Buyer and Buyer has agreed to purchase from Assignor certain assets, including the Patents (as defined below);

WHEREAS, Buyer has caused and directed Assignor to assign the Patents to Assignee; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to assign and transfer all of its right, title and interest in, to and under the Patents to Assignee, and Assignee desires to accept such assignment and transfer, subject to the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of these desires, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor’s right, title, and interest in and to the following (subject to any and all licenses and immunities from suit as granted by Assignor prior to the date of this assignment with respect to any of the following):

- a. the United States patents set forth in Schedule A attached hereto and made a part hereof and the inventions disclosed therein, and all related patent applications which have been or shall be filed in the United States on any of such inventions, including all parent, priority, divisional, continuing, substitute, and reissue applications with respect thereto and any term extensions and restorations with respect thereto and all patents issuing thereon (the “Patents”); and
- b. the right and power to assert, defend and recover title thereto; and
- c. the right to sue or otherwise recover for past, present and future infringement, misappropriation, misuse, theft or other violation or impairment thereof; and

- d. all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto;

the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue to Assignee or its successors or assigns any reissue Letters Patent or Reexamination Certificates in and to any of the Patents on Schedule A and to record this Assignment in the United States Patent and Trademark Office and index the same against the files of registrations herein described.

3. Further Assurances. Assignor hereby agrees to execute, acknowledge and deliver, without consideration, any and all documents as may be reasonably required to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Patents and that Assignor and its Affiliates no longer have any right, title or interest, of any kind or nature, in or to the Patents.

4. Definitions. Capitalized terms used herein and not defined have the meanings ascribed to them in the Purchase Agreement.

5. Binding Agreement. This Patent Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of New York, without reference to its choice of law principles.

7. Counterparts. This Patent Assignment may be executed in multiple counterparts, including counterparts by facsimile or electronic (.pdf) signature, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this Patent Assignment as of the date first written above.

Assignee

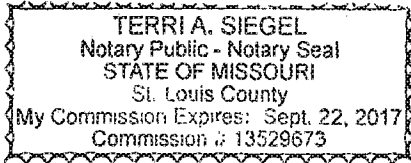
MONSANTO COMPANY, as Sole Member
of Monsanto Technology LLC

By: Derek K Rapp
Name: Derek K. Rapp
Title: Mergers & Acquisitions and New
Growth Platforms Lead

STATE OF MISSOURI §
 § ss.
COUNTY OF St Louis §

BEFORE ME, the undersigned authority, on this 19 day of February 2014, personally appeared Derek K Rapp, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Monsanto Company, as Sole Member of Monsanto Technology LLC, the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]



Terri A Siegel
Notary Public

Assignor
SOLUM, INC.

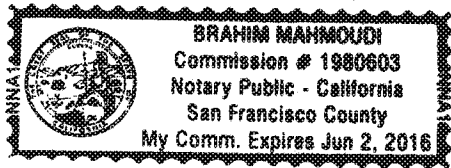
By: [Signature]

Name: Sid Gorham
Title: President and CEO

STATE OF CALIFORNIA §
§ ss.
COUNTY OF San Francisco §

BEFORE ME, the undersigned authority, on this 14 day of Feb, 2014, personally appeared Gorham Siday Smith personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Solum, Inc., the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]



Brahim Mahmoudi
Notary Public

[Signature]