

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2987663

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| | |
| Name | Execution Date |
| CAIUS ROMMENS | 06/13/2003 |
| KATHY M.M. SWORDS | 06/13/2003 |
| RECEIVING PARTY DATA | |
| Name: | J.R. SIMPLOT COMPANY |
| Street Address: | ONE CAPITAL CENTER, 999 MAIN STREET |
| Internal Address: | SUITE 1300, P.O. BOX 27 |
| City: | BOISE |
| State/Country: | IDAHO |
| Postal Code: | 83702 |
| PROPERTY NUMBERS Total: 1 | |
| | |
| Property Type | Number |
| Application Number: | 11700101 |
| CORRESPONDENCE DATA | |
| Fax Number: | (202)842-7899 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Email: | vjones@cooley.com |
| Correspondent Name: | COOLEY LLP |
| Address Line 1: | 1299 PENNSYLVANIA AVE |
| Address Line 2: | SUITE 700 |
| Address Line 4: | WASHINGTON, D.C. 20004 |
| ATTORNEY DOCKET NUMBER: | JRSI-005/09US |
| NAME OF SUBMITTER: | DAVID C. HOLLY |
| SIGNATURE: | /David C. Holly/ |
| DATE SIGNED: | 08/19/2014 |
| Total Attachments: 5 | |
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| PATENT | |

ASSIGNMENT AND AGREEMENT

WHEREAS, Calus ROMMENS of 3395 E. Windsong Drive, Boise, Idaho 83712; **Jingsong YE** of 6102 S. Settlement, Boise, Idaho 83716; **Jaime MENENDEZ-HUMARA** of 1668 S. Riverstone Lane, Apt. 201, Boise, Idaho 83796; **Hua YAN** of 6102 S. Settlement, Boise, Idaho 83716; **Craig Michael** of 2830 NW, 3rd Street, Meridian, Idaho 83642; **W. Leigh BRINKERHOFF** of 805 E. McMillan Road, Meridian, Idaho 83642 and **Kathy M.M. SWORDS** of 3395 E. Windsong Drive, Boise, Idaho 83712; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **Precise Breeding** (Atty. Dkt. No. 058951-0162) for which an application for United States Letters Patent was filed on February 20, 2003 as Application No. 10/369,324; and

WHEREAS, J.R. SIMPLOT COMPANY, a corporation duly organized and existing under the laws of the State of Nevada, and having its principal place of business at One Capital Center, 999 Main Street, Suite 1300, P.O. Box 27, , Boise, IDAHO 83702 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver,

upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

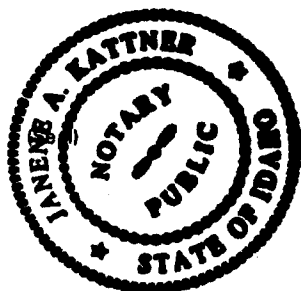
Executed this 13th day of June, 2003



CAIUS ROMMENS

State of Idaho)
County of Ada) ss.

On this 13th day of June, 2003, before me, a notary public in and for said county, appeared CAIUS ROMMENS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Janene A. Kattner
Notary Public

My Commission Expires: 5/31/08

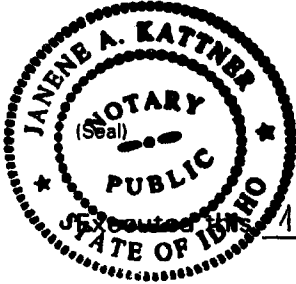
Executed this 13th day of June, 2003.

Jingsong Ye

JINGSONG YE

State of Idaho)
County of Ada)ss.

On this 13th day of June, 2003, before me, a notary public in and for said county, appeared JINGSONG YE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Janene A. Kattner
Notary Public

My Commission Expires: 5/31/08

Executed this 13 day of June, 2003.

Jaime Menendez-Humara

JAIME MENENDEZ-HUMARA

State of Idaho)
County of Ada)ss.

On this 13th day of June, 2003, before me, a notary public in and for said county, appeared JAIME MENENDEZ-HUMARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Janene A. Kattner
Notary Public

My Commission Expires: 5/31/08

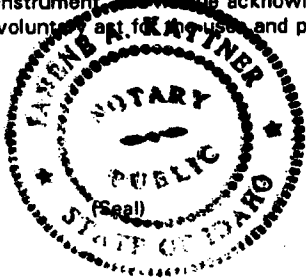
Executed this 13 day of June, 2003

Hua Yan

HUA YAN

State of Idaho)
County of Ada) ss.

On this 13th day of June, 2003, before me, a notary public in and for said county, appeared HUA YAN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Jamene A. Kattner
Notary Public

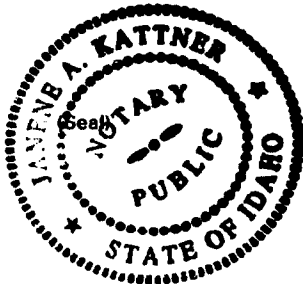
My Commission Expires: 5/31/08

Executed this 13 day of June, 2003

Craig Richard
CRAIG RICHAEAL

State of Idaho)
County of Ada) ss.

On this 13th day of June, 2003, before me, a notary public in and for said county, appeared CRAIG RICHAEAL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Jamene A. Kattner
Notary Public

My Commission Expires: 5/31/08

Executed this 13th day of June, 2003.

W. Leigh Brinkerhoff
W. LEIGH BRINKERHOFF

State of Idaho)
County of Ada)ss.

On this 13th day of June, 2003, before me, a notary public in and for said county, appeared W. LEIGH BRINKERHOFF, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Janene A. Kattner
Notary Public

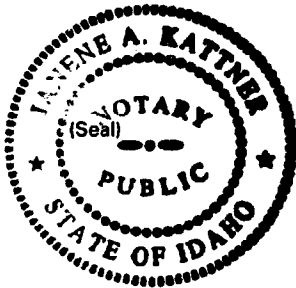
My Commission Expires: 5/31/08

Executed this 13th day of June, 2003.

Kathy M.M. Swords
KATHY M.M. SWORDS

State of Idaho)
County of Ada)ss.

On this 13th day of June, 2003, before me, a notary public in and for said county, appeared KATHY M.M. SWORDS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Janene A. Kattner
Notary Public

My Commission Expires: 5/31/08