# 503368803 06/26/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3415425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JOHN LARSE	06/26/2015

# **RECEIVING PARTY DATA**

Name:	SWEET DARLING SALES, INC.	
Street Address:	24 SEASCAPE VILLAGE	
City:	APTOS	
State/Country:	CALIFORNIA	
Postal Code:	95003	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13986674

### **CORRESPONDENCE DATA**

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

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Correspondent Name: COOLEY LLP

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ATTORNEY DOCKET NUMBER:	SWEE-005/05US	
NAME OF SUBMITTER:	JEFFREY R. BOLLAND	
SIGNATURE:	/Jeffrey R. Bolland/	
DATE SIGNED:	06/26/2015	

### **Total Attachments: 4**

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(Sole)

**John LARSE**, residing at Aptos, CA (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **STRAWBERRY PLANT NAMED 'LILI'**, and which is a:

- (1) provisional application
  - (a) to be filed herewith; or
  - (b) bearing Application No., and filed on
- (2) non-provisional application
  - (a) to be filed herewith; or
  - (b) bearing Application No. <u>13/986,674</u>, and filed on <u>May 23</u>, 2013; or
- (3) PCT application
  - (a) bearing Application No. , and filed on

WHEREAS, Sweet Darling Sales Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 24 Seascape Village, Aptos, CA 95003 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) 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), (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague

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- Convention, 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;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding 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 the sole and lawful owner of 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 Assignee, 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 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), (2) and/or (3) 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. County of On \_\_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared who 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. [REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature of Notary Public Place Notary Seal Above

My Commission Expires:

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California  County of SANTA (RUZ  On June 20 2015 before me, Tylix  Date  personally appeared 1000	TYAY-Perry a Notary Pu,b  Here Insert Name and Title of the Officer  Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are adged to me that/he/she/they executed the same in /her/their signature(s) on the instrument the person(s), ed, executed the instrument.
TYLOR GRAY-PERRY Commission # 2092816 Notary Public - California Santa Cruz County  Santa Cruz County	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph is true and correct.  VITNESS my hand and official seal.  Signature of Notary Public
	ONAL ————————————————————————————————————
fraudulent reattachment of this f  Description of Attached Document  Title or Type of Document:	form to an unintended document.  Document Date: Named Above:
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Guardian or Conservator	Signer's Name:

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**RECORDED: 06/26/2015**