# 503558635 11/06/2015 PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE:      | NEW ASSIGNMENT |                |
|-----------------------|----------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |                |
| CONVEYING PARTY DATA  |                |                |
|                       | Name           | Execution Date |
| MIKE BUENDGEN         |                | 05/14/2014     |
| ROBENZON LORENZANA    |                | 05/14/2014     |
| FREEMAN WHITEHEAD     |                | 05/15/2014     |
| KEITH WILLIAMS        |                | 05/15/2014     |
|                       |                |                |

 CRAIG KLEINSCHMIDT
 05/14/2014

 TIM CUPKA
 05/20/2014

 STEVE SCHUETZ
 05/14/2014

# **RECEIVING PARTY DATA**

| Name:           | LIMAGRAIN EUROPE S.A. |
|-----------------|-----------------------|
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| City:           | VERNEUIL L'ETANG      |
| State/Country:  | FRANCE                |
| Postal Code:    | 77390                 |
| Name:           | KWS SAAT AG           |
| Street Address: | GRIMSEHLSTRASSE 31    |
| City:           | EINBECK               |
| State/Country:  | GERMANY               |
|                 | D37574                |

## **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 14661287 |

| CORRESPONDENCE DATA   |  |  |  |  |
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| Correspondent Name:   | COOLEY LLP                                     |  |  |  |
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PATENT

| Address Line 4: WASHINGTON, D.C. 20004  |               |  |
|---|---------------|--|
| ATTORNEY DOCKET NUMBER:   | AGGE-016/02US |  |
| NAME OF SUBMITTER:  | YI WANG       |  |
| SIGNATURE:  | /YI WANG/     |  |
| DATE SIGNED:  | 11/06/2015    |  |
| Total Attachments: 10<br>source=AGGE-016_02US_Assign#page1.tif<br>source=AGGE-016_02US_Assign#page2.tif<br>source=AGGE-016_02US_Assign#page3.tif<br>source=AGGE-016_02US_Assign#page4.tif<br>source=AGGE-016_02US_Assign#page5.tif<br>source=AGGE-016_02US_Assign#page6.tif<br>source=AGGE-016_02US_Assign#page7.tif<br>source=AGGE-016_02US_Assign#page8.tif<br>source=AGGE-016_02US_Assign#page9.tif<br>source=AGGE-016_02US_Assign#page9.tif |               |  |

#### Attorney Docket No. AGGE-016/00US 314241-2030

#### ASSIGNMENT

Steven H. SCHUETZ, residing at Boone, IA, Robenzon LORENZANA, residing at Ivesdale, IL, Freeman WHITEHEAD, residing at Ft. Branch, IN, Keith WILLIAMS, residing at Kenyon MN, Craig KLEINSCHMIDT, residing at Esmond, IL, Tim CUPKA, residing at Lebanon, IN, and Mike BUENDGEN, residing at Morris, MN, (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled <u>INBRED CORN LINES</u>, and which is a:

- (1)  $\bigotimes$  provisional application
  - (a)  $\square$  to be filed herewith; or
  - (b) Searing Application No. <u>61/954,741</u>, and filed on <u>March 18, 2014;</u>
- (2) non-provisional application
  - (a) \_\_\_\_\_ to be filed herewith; or
  - (b) bearing Application No. , and filed on ; and/or
- $(3) \qquad \square \text{ PCT application}$ 
  - (a) bearing Application No. , and filed on

WHEREAS, <u>LIMAGRAIN EUROPE S.A.</u>, a corporation duly organized under and pursuant to the laws of France, and having its principal place of business at <u>Ferme de</u> <u>l'Etang, 77390 Verneuil l'Etang, France</u>, and <u>KWS SAAT AG</u>, a corporation duly organized under and pursuant to the laws of Germany, and having its principal place of business at <u>Grimsehlstrasse 31, D37574</u>, <u>Einbeck</u>, <u>Germany</u> (collectively known as the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; 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; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent 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);

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(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 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), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding 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 a lawful owner of an undivided interest in 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 Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

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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.

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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.

PATENT REEL: 036979 FRAME: 0461

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Attorney Docket No. AGGE-016/00US 314241-2030 michal Date: By: Mike BUENDGEN \*\*\*\*\*\* State of Minnesofa **IRISTINE DANIEI** AYALA-ZIFRKE SS. NOTARY PUBLIC - MINNESOTA County of JENENS My Comm. Exp. Jan. 31, 2017 2014 On before me, Notary Public, personally appeared Michne 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. NOTARY PUBLIC MINNESOTA My Comm. Exp. Jan, 31, 2017 AAAAAAA Signature of Notary Public Place Notary Seal Above 1/31/2017 My Commission Expires:

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\_\_\_\_\_ By: <u>hobergon & dorengann</u> Robenzon LORENZANA May 14, 2014 Date: State of <u>*T*/lineis</u> County of <u>Champaign</u> \_\_\_) ) ss. May 14th, 2014, before me, Dianna M. Lienarce On Notary Public, personally appeared Robenzon E. Lorenzana 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. OFFICIAL SEAL WITNESS my hand and official seal. DIANNA M. LIENARD NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES MAR 02 2017 Signature of Notary Public Place Notary Seal Above My Commission Expires: March 2nd, 2017

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Page 6 of 10 Application No. 61/954,741 Attorney Docket No. AGGE-016/00US 314241-2030

Date: 5/15/14 By: Freeman WHITEHEAD IN State of SS. hsor County of ( before me, ( the On tr Notary Public, personally appeared -cman 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 Rublic Place Notary Seal Above My Commission Expires:

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### Attorney Docket No. AGGE-016/00US 314241-2030

Date: 5/15/14 By: Keith WILLIAMS State of MINNESOTA ) County of GOODHUE ) ss. On May 15, 2014, before me, Michelle Krist Notary Public, personally appeared Keith Williams 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. AICHELLE ANN KREIS Notary Public-Minnesota WITNESS my hand and official seal. My Commission Expires Jan 81, 801 Michille KSEIS Signature of Notary Public Place Notary Seal Above

My Commission Expires: <u>San. 31. 2019</u>

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#### Attorney Docket No. AGGE-016/00US 314241-2030

Date: 5-14-14

By: Craig Klewichuilt Craig KLEINSCHMIDT

State of ) ss. eKalt County of 2014, before me, Joann Ca On Notary Public, personally appeared <u>Craia</u> Kleinson 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. JOANN CONRO OFFICIAL SEAL WITNESS my hand and official seal. Notary Public, State of Illindis My Commission Expire December 06, 2017 Signature of Notary Public Place Notary Seal Above

My Commission Expires: 12/61

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Attorney Docket No. AGGE-016/00US 314241-2030

Date: \_/// Bv: Tim **C**UPKA

State of Inclinenta ) ss. Tyston County of\_ On <u>MAY 20, 2014</u>, before me, <u>Judy</u> Notary Public, personally appeared <u>Tim Cupke</u> Vannoste 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

PATENT REEL: 036979 FRAME: 0467

My Commission Expires: MARCh 14,2018

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Attorney Docket No. AGGE-016/00US 314241-2030

Date: May 14, 2014 By: Star An Steve SCHUETZ

State of <u>Iowa</u>) County of <u>Story</u>) ss. On <u>May 14, 2014</u>, before me, <u>JACKI L-FOLEY</u> Notary Public, personally appeared <u>Steven H. Schuetz</u> 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. JAGES L. FOLEY Commission Number 728015 My Commission Expires tacki L. Joley April 20, 2016

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: \_ April 20, 2016

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**RECORDED: 11/06/2015**