

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT3965920

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	5	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CEREAL TECHNOLOGY, INC.	05/21/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CEREAL ENTERPRISES, INC.	
<b>Street Address:</b>	1420 ST. MORITZ	
<b>City:</b>	ESTES PARK	
<b>State/Country:</b>	COLORADO	
<b>Postal Code:</b>	80517	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15212475
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(816)412-1029	
<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>		
<b>Phone:</b>	816-842-8600	
<b>Email:</b>	patent@stinson.com	
<b>Correspondent Name:</b>	STINSON LEONARD STREET LLP ATTN: PATENT	
<b>Address Line 1:</b>	1201 WALNUT STREET, SUITE 2900	
<b>Address Line 4:</b>	KANSAS CITY, MISSOURI 64106-2150	
<b>ATTORNEY DOCKET NUMBER:</b>	0506508-0013	
<b>NAME OF SUBMITTER:</b>	NICOLE BICKHAM	
<b>SIGNATURE:</b>	/Nicole Bickham/	
<b>DATE SIGNED:</b>	07/18/2016	
<b>Total Attachments: 5</b>		
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**ASSIGNMENT AGREEMENT**

This Assignment Agreement (the "Agreement") is entered into by and between **Cereal Technology, Inc.**, a Missouri corporation having a principal place of business at 2707 Ashwood, Carroll, IA 51401, (the "Assignor") and **Cereal Enterprises, Inc.**, a Missouri corporation having a principal place of business at 1420 St. Moritz, Estes Park, CO 80517 (the "Assignee").

Assignor is the owner of rights in United States Non-Provisional Patent Application Serial No. 62/198,442 filed on July 29, 2015 and titled CORN DEGERMINATOR (the "Patent Application"). Assignor is willing to assign all of its rights in the Patent Application (and other rights as more fully set forth below) to Assignee.

Accordingly, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Insertion of Filing Information**

Assignor authorizes Assignee or its legal representative to insert into this Agreement the application serial number and filing date of the Patent Application when known.

2. **Assignment**

Assignor hereby assigns, transfers, and conveys to Assignee, the Assignor's entire right, title and interest in and to:

- (a) the invention disclosed or claimed, in whole or in part, in the Patent Application (the "Invention");
- (b) all patents and patent applications that have been or may later be filed that are based on the Invention in any country, including the Patent Application and any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the Invention (collectively, the "Patents");
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or later due or payable with respect to the Patents, the right to seek injunctive relief

based on the Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

The rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights." The assignment of the Assigned Rights is effective as of the earliest claimed priority date of any patent or patent application included in the Patents.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Assignee such that the Patents will be held by Assignee for its own use and benefit, for the full term for which the Patents are or may be granted.

3. Further Assurances

Upon the reasonable request of Assignee, Assignor will execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Assignor will execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor will also execute any and all declarations, oaths, specifications and other documents requested by Assignee in connection with prosecution of the Patents. Assignor will cooperate with and assist Assignee with respect to the prosecution of the Patents, including communication to Assignee of any facts known to Assignor relating to the Invention or any prior art that may be material to patentability of the Invention. If any of the Patents become involved in an interference, derivation proceeding, re-examination, reissue, opposition, supplemental examination, *inter partes* review, post grant review, validity, or infringement proceeding, Assignor will cooperate with and assist Assignee in relation to the proceeding for the benefit of Assignee at Assignee's expense.

4. Representations, Warranties and Covenants

Assignor hereby represents, warrants and covenants to Assignee that:

- (a) Assignor has the full right and power to enter into and perform its obligations under this Agreement without being in breach of any obligations owed by Assignor to any third party;
- (b) The Assigned Rights are free and clear of any agreement, lien, charge, encumbrance, or other claim or right, either written, oral, or implied, that could reasonably impair, interfere or conflict with the rights assigned to Assignee in this Agreement; and

- (c) Assignor has not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights.

5. Binding Agreement

The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

6. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same document.

*[signature pages follow]*

CEREAL TECHNOLOGY, INC.

By: *Robert J. Giguere*

Printed Name: Robert J. Giguere

Title: President

Date: 5/21/15

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Carroll ) SS

On this 21<sup>st</sup> day of May, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared **Robert J. Giguere**, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



(SEAL)

My Commission Expires:

03/17/2017

*Carol Kirsch*  
Notary Public

CEREAL ENTERPRISES, INC.

By: R. James Giguere

Printed Name: R. James Giguere

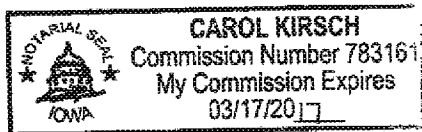
Title: President

Date: 5-21-15

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Carroll ) SS

On this 21<sup>st</sup> day of May, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared **R. James Giguere**, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



(SEAL)

Carol Kirsch  
Notary Public

My Commission Expires:

03/17/17