

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4494256

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CRAIG RICHAEAL	06/27/2017
HUA YAN	06/23/2017
JOLYN RASMUSSEN	06/23/2017
HUI DUAN	06/23/2017
NICOLAS CHAMPOURET	06/23/2017
ALEXI BALMUTH	06/23/2017
JINGSONG YE	06/23/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	J.R. SIMPLOT COMPANY
<b>Street Address:</b>	1099 W. FRONT STREET
<b>City:</b>	BOISE
<b>State/Country:</b>	IDAHO
<b>Postal Code:</b>	83707
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15288332
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	202.842.7800
<b>Email:</b>	vmelton@cooley.com, zpatdcdocketing@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVE., NW
<b>Address Line 2:</b>	SUITE 700
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	JRSI-075/02US
<b>NAME OF SUBMITTER:</b>	JONG-JIN HAN
<b>SIGNATURE:</b>	/Jong-Jin Han/
<b>DATE SIGNED:</b>	07/07/2017

PATENT

**Total Attachments: 13**

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## ASSIGNMENT

We, **Craig Richael**, residing at 2830 NW 3<sup>rd</sup> Street, Meridian, ID 83646, **Hua Yan**, residing at 6102 S Settlement Way, Boise, ID 83716, **Jolyn Rasmussen**, residing at 5412 N Vercelli Way, Meridian, ID 83646, **Hui Duan**, residing at 2983 S Portside Ave, Boise, ID 83706, **Nicolas Champouret**, residing at 1450 S Loggers Pond Place #11, Boise, ID 83706, **Alexi Balmuth**, residing at PO Box 6592, Boise, ID 83707, and **Jingsong Ye**, residing at 6102 S Settlement Way, Boise, ID 83716-9068 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in U.S. national, international, and foreign national applications for patents in the United States and a number of selected countries worldwide, entitled **POTATO CULTIVAR X17**, which is found in **Appendix A**.

**WHEREAS, J.R. Simplot Company**, a corporation duly organized under and pursuant to the laws of the state of Nevada and having its principal place of business at 1099 W. Front Street, Boise, Idaho 83707 its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; 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, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all 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 a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of 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(s) for patent identified above;
- (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, and all rights of claiming priority in any country of the world;
- (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, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; 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), reexamination(s), revival(s), renewal(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, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

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 application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) 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(s) identified above 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.

Date: 27 Jun 2017

By: *Craig Richard*  
Craig RICHAEAL

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State of Idaho )

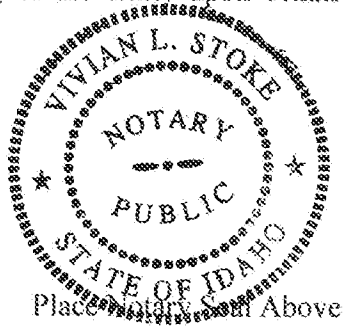
County of Ada )

On June 27, 2017, before me, Vivian L. Stoke,  
 Notary Public, personally appeared Craig Richard,  
 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.

WITNESS my hand and official seal.

*[Signature]*  
 Signature of Notary Public

My Commission Expires: 08/12/2022



Date: 6-23-2017

By: Hua Yan  
Hua YAN

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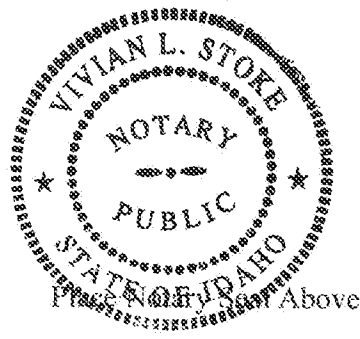
State of Idaho )  
 County of Ada )

On June 23, 2017, before me, Vivian L. Stoke,  
 Notary Public, personally appeared Hua Yan,  
 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.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

My Commission Expires: 08/12/2022



Date: 6/23/2017

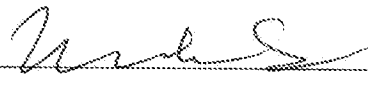
By:   
Jolyn RASMUSSEN

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State of Idaho )  
 County of Ada )

On June 23, 2017, before me, Vivian L. Stoke,  
 Notary Public, personally appeared Jolyn Rasmussen,  
 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.

WITNESS my hand and official seal.

  
 \_\_\_\_\_  
 Signature of Notary Public

My Commission Expires: 08/12/2022





Date: 6/23/17

By: Hui Duan  
Hui DUAN

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State of Idaho )

County of Ada )

On June 23, 2017, before me, Vivian L. Stoke,  
 Notary Public, personally appeared Hui Duan,  
 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.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

My Commission Expires: 08/12/2022



Date: 6-23-2017

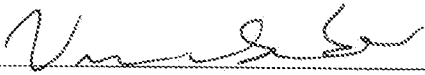
By:   
Nicolas CHAMPOURET

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State of Idaho )  
 County of Ada )

On June 23, 2017, before me, Vivian L. Stoke,  
 Notary Public, personally appeared Nicolas Champouret,  
 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.

WITNESS my hand and official seal.

  
 Signature of Notary Public

My Commission Expires: 08/12/2022



Date: 6/23/17

By: Alex Balmuth  
Alexi BALMUTH

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State of Idaho )

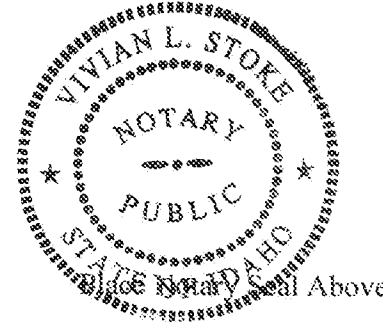
County of Ada )

On June 23, 2017, before me, Vivian L. Stoke,  
Notary Public, personally appeared Alexi Balmuth,  
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.

WITNESS my hand and official seal.

Vivian L. Stoke

Signature of Notary Public



My Commission Expires: 08/12/2022

Date: 6/23/17

By: Jingsong Ye  
Jingsong YE

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State of Idaho )

County of Ada )

On June 23, 2017, before me, Vivian L. Stoke,  
Notary Public, personally appeared Jingsong Ye,  
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.

WITNESS my hand and official seal.

Vivian L. Stoke

Signature of Notary Public



My Commission Expires: 08/12/2022

For and on behalf of ASSIGNEE:

Date: 6/26/2017

By: V.S. Moll

Name: Vid Mohan-Ram, Ph.D., J.D.  
Title: Chief Intellectual Property Counsel  
Company: J.R. Simplot Company

Company

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State of Idaho )  
 County of Ada )

On June 26, 2017, before me, Vivian L. Stoke,  
 Notary Public, personally appeared Vid Mohan-Ram, Ph.D., J.D.,  
 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.

WITNESS my hand and official seal.

Vivian L. Stoke  
 Signature of Notary Public

My Commission Expires: 08/12/2022



# APPENDIX A

Table 1. List of application information for X17 cultivar

Application Type	Country	Application No. (Patent No.)	Filing Date (Issue Date)	Docket Number	Status
Provisional	<i>U.S.</i>	US 62/239,060	2015-10-08	JRSI-075/00US	Expired
Provisional	<i>U.S.</i>	US 62/256,942	2015-11-18	JRSI-075/01US	Expired
Non-Provisional	<i>U.S.</i>	US 15/288,332	2016-10-07	JRSI-075/02US	Pending
National	<i>Argentina</i>	20160103084	2016-10-07	JRSI-075/02AR	Pending
National	<i>Taiwan</i>	105132663	2016-10-07	JRSI-075/02TW	Pending
International (PCT)	<i>Worldwide</i>	PCT/US2016/056086	2016-10-07	JRSI-075/02WO	Pending