504545055 09/13/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4591763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
LARRY KNERR	08/19/2016

## **RECEIVING PARTY DATA**

Name:	SHAMROCK SEED COMPANY, INC.	
Street Address:	s: 3 HARRIS PLACE	
City:	SALINAS	
State/Country:	CALIFORNIA	
Postal Code:	93901-4593	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number		
Application Number:	15701757		

#### **CORRESPONDENCE DATA**

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Correspondent Name: COOLEY LLP

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Address Line 2: SUITE 700

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	VILM-021/02US
NAME OF SUBMITTER:	YI WANG
SIGNATURE:	/YI WANG/
DATE SIGNED:	09/13/2017

#### **Total Attachments: 4**

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PATENT 504545055 REEL: 043573 FRAME: 0403

#### ASSIGNMENT

Larry Knerr, residing at Hollister, California, United States of America (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>LETTUCES NAMED SSC3249</u>, <u>SSC3234</u>, <u>SSC3237</u>, <u>SSC3238</u> and <u>SSC3239</u>, and which is a:

(1)	∑ provisional application
	(a) \overline{\o
	(b) $\overline{X}$ bearing Application No. $62/393,323$ and filed on September 12, 2017
(2)	non-provisional application
	(c) to be filed herewith; or
	(d) Dearing Application No, and filed on;

WHEREAS, SHAMROCK SEED COMPANY INC., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 3 Harris Place, Salinas, California 93901-4593 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these 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) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under 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);

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- (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; 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.

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) or (2) 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.

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Date: 8/19/16		ttorney Docket No. V	VILM-021/00US Page 3 of 3 Knerr
State of	) SS.		
County of	, hefore mc,		, Notary
	ared	itte	, personally
whose name(s) is/are s he/she/they executed t		mment and acknowluthorized capacity(i	edged to me that es), and that by
Signature of Notary Pu	blie	Place Nota	ıry Seal Above

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# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	}
County of San Benito	}
On <u>08/19/2016</u> before me, <u>E</u>	Barry Hauser, Notary Public
name(s)(s)are subscribed to the within it	nctory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and con	under the laws of the State of California that rect.
WITNESS my hand and official seal.  Notary Public Signature (No.	BARRY HAUSER COSMIS 82083657 Rodary Public - Celifornia San Benito County My Comm. Expires Sep. 28, 2918 otany Public Seal)
ADDITIONAL OPTIONAL INFORMATIONS OF THE ATTACHED DOCUMENT	1.1 2 and 1 ke completed and area hed to the document. Acknowledgents from
	other states may be completed for documents being sent in that state so long as the wording does not require the California notary to violate California notary law
(Title or description of attached document)	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which</li> </ul>
(Title or description of attached document continued)  Number of Pages Document Date	must also be the same date the acknowledgment is completed.     The notary public must prim his or her name as it appears within his or her     the notary public must prim his or her name as it appears within his or her
	Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER	Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /ese) or circling the correct forms. Failure to correctly indicate this
☐ Individual (s) ☐ Corporate Officer	<ul> <li>information may lead to rejection of document recording.</li> <li>The notary seal impression must be clear and photographically reproducible impression must not cover text or lines. If seal impression smudges, re-seal if in the producible in the p</li></ul>
(Title)	<ul> <li>Signature of the notary public must match the signature on the wint the oritice of</li> </ul>
☐ Partner(s) ☐ Attorney-in-Fact	the county clerk.  Additional information is not required but could help to ensure the

RECORDED: 09/13/2017

Trustee(s)

2015 Version www.NotaryClasses.com 800-873-9685

Other\_

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Indicate the capacity claimed by the signer. If the claimed capacity is a

acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document with a staple