# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5462163

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
SCHILLINGER GENETICS, INC.	02/07/2019

### **RECEIVING PARTY DATA**

Name:	SGI GENETICS, INC.
Street Address:	1100 CORPORATE SQUARE DRIVE, SUITE 150
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63132

### **PROPERTY NUMBERS Total: 36**

Property Type	Number
Application Number:	15546906
Patent Number:	8471107
Application Number:	14920865
Patent Number:	10081814
Patent Number:	7365246
Patent Number:	8058520
Patent Number:	8119868
Patent Number:	8389814
Patent Number:	8541659
Patent Number:	9040778
Patent Number:	8558075
Patent Number:	8563823
Patent Number:	8563826
Patent Number:	8563824
Patent Number:	8598422
Patent Number:	8598423
Patent Number:	8889962
Patent Number:	9204611
Patent Number:	9210909
Patent Number:	9338993

PATENT REEL: 048815 FRAME: 0218

505415373

Property Type	Number
Patent Number:	9204612
Patent Number:	9307736
Patent Number:	9215856
Patent Number:	9215857
Patent Number:	9204613
Patent Number:	9357737
Patent Number:	9204614
Patent Number:	9204615
Patent Number:	9220234
Patent Number:	9363975
Patent Number:	9992965
Application Number:	15723402
Application Number:	15721260
Application Number:	15723426
Application Number:	15723477
Application Number:	16152797

#### **CORRESPONDENCE DATA**

**Fax Number:** (314)259-2020

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.

**Phone:** 3142592000

**Email:** bcipdocketing@bclplaw.com

Correspondent Name: BRYAN CAVE LEIGHTON PAISNER LLP Address Line 1: 211 NORTH BROADWAY, SUITE 3600

Address Line 4: ST. LOUIS, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	1761386.4
NAME OF SUBMITTER:	LUCINDA ALTHAUSER
SIGNATURE:	/Lucinda Althauser/
DATE SIGNED:	04/08/2019

#### **Total Attachments: 9**

source=14.B. Patent Assignment Agreement (Schillinger to SGI)#page1.tif source=14.B. Patent Assignment Agreement (Schillinger to SGI)#page2.tif source=14.B. Patent Assignment Agreement (Schillinger to SGI)#page3.tif source=14.B. Patent Assignment Agreement (Schillinger to SGI)#page4.tif source=14.B. Patent Assignment Agreement (Schillinger to SGI)#page5.tif source=14.B. Patent Assignment Agreement (Schillinger to SGI)#page6.tif

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#### PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** ("**Agreement**") is made and entered into as of the 7th day of February, 2019 by and between Schillinger Genetics, Inc., an Iowa corporation with an address at 4401 Westown Parkway, Suite 225, West Des Moines, Iowa 50266 ("**Assignor**") and SGI Genetics, Inc., a Delaware corporation with an address at 1100 Corporate Square Drive, Suite 150, St. Louis, Missouri 63132 ("**Assignee**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Asset Purchase Agreement, dated February 7, 2019, by and among, <u>inter alia</u>, Assignor and Assignee (the "**Purchase Agreement**").

#### **RECITALS**

WHEREAS, Assignor and Assignee are, among others, parties to the Purchase Agreement;

**WHEREAS**, this Agreement is made and delivered pursuant to, <u>inter alia</u>, Article 2.4(a)(iv) of the Purchase Agreement.

#### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- Assignment. Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all worldwide right, title and interest in, to and under all patents, patent applications and statutory invention registrations and plant variety protections, including, but not limited to, continuations, continuations-in-part, divisions, provisional and non-provisional applications, reexaminations, reissues and extensions, supplementary protection certificates, utility models and plant variety protection certificates and other rights under the Plant Variety Protection Act of 1970 (7 U.S.C. §§2321-2582) that are included in the Business Intellectual Property, including those identified on Exhibit A, and any and all rights therein or thereto, including income and royalties, causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or other violation of such assets or rights (collectively, the "Assigned Patents").
- **2.** <u>Authorization</u>. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authorities in foreign patent offices) to record this Agreement and transfer the Assigned Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.
- **3.** Governing Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Purchase Agreement, the conflicting term or provision of the Purchase Agreement shall govern and control to the extent of such conflict. Nothing contained in this Agreement shall alter, extend, diminish or amplify any

of the representations, warranties, covenants or obligations of any Party contained in the Purchase Agreement or the survival thereof.

- **4.** <u>Amendments</u>. This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.
- **5. Further Assurances**. From and after the date hereof but subject to the terms and conditions hereof, Assignor and Assignee shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.
- 6. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.
- **7.** <u>Counterparts</u>. This Agreement may be executed in original, facsimile or electronic counterparts, each of which will be deemed an original, and which when taken together will constitute one and the same instrument.

[Signature Page Follows]

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**IN WITNESS WHEREOF**, the Assignor has caused this Agreement to be executed as of the date first set forth above.

### **ASSIGNOR**

SCHILLINGER GENETICS, INC.

By:	John Schillinger
Name:	John A. Schillinger, Jr.
Title:	President

# Exhibit A

# Navita Patents

Title	Status	Filing date	Application No.	Applicant	Inventors
Soybean Processing Method (Argentina)	Pending	01/29/16	P160100261	Schillinger Genetics, Inc. and Geirmund Vik	Geirmund Vik
Soybean Processing Method (US)	Pending	1/27/2017	15/546,906	Geirmund Vik and Navita Premium Feed Ingredients, Inc.	Geirmund Vik

# Patents and Pending Patent Applications

Utility patents and applications for special traits										
Title	Filing date			Patent No. Grant date		Assignee				
Soybeans Having High Germination Rates and Ultra-Low Raffinose and Stachyose Content	04/16/10	12/762,097	8471107	6/25/2013	2nd maintenance fee due 6/25/20- 12/25/20	Schillinger Genetics, Inc. and USDA				
Ultra-Low Trypsin Inhibitor Soybean (CA)	03/03/11	2791723	NA	NA	Pending	Schillinger Genetics, Inc.				
Ultra-Low Trypsin Inhibitor Soybean (EP)	03/03/11	11751362	NA	NA	Pending	Schillinger Genetics, Inc.				
Ultra-Low Trypsin Inhibitor Soybean (AR)	03/03/11	P11 01 00678	NA	NA	Do not have a copy of Spanish filed application, but similar to what was filed in EU and CA	Schillinger Genetics, Inc.				
Soybeans Having High Germination Rates and Ultra-Low Raffinose and Stachyose Content (EP)	04/04/11	10250790.2	NA	NA	Pending - amendment to be filed after bio cases	Schillinger Genetics, Inc.				

Utility patents and applications for special traits									
Title	Filing date	Application No.	Patent No.	Grant date	Actions	Assignee			
Ultra-Low Trypsin Inhibitor Soybean (US) -CIP	10/22/15	14/920,865	NA	NA	Waiting for second action from USPTO	Schillinger Genetics, Inc.			
Soybeans Having High Germination Rates and Ultra-Low Raffinose and Stachyose Content (US - continuation of original application)	06/21/13	13/923,860	10,081,814	9/25/2018	First Maintenance fee due between 9/25/2021 and 3/25/2022	Schillinger Genetics, Inc. and USDA			

Issued Germplasm Patents									
Patents	pedid	prism var	File Date	Application No.	Patent No.	Grant Date	Notes	Assignee	
Soybean Cultivar 435.TCS	11916	435.TCS	05/18/06	11/436,437	7,365,246	04/29/08	3rd maintenance fee due 4/29/19- 10/30/19	Schillinger Genetics, Inc.	
Soybean Cultivar 348.TCS (2585921658)	25859	348.TCS	06/29/09	12/494,069	8,058,520	11/15/11	3rd maintenance fee due 11/15/22- 5/16/23	Schillinger Genetics, Inc.	
Soybean Cultivar 1972621658	19726	389F.YC	08/28/09	12/550,202	8,119,868	02/21/12	2nd maintenance fee due 2/21/19- 8/22/19	Schillinger Genetics, Inc.	
Soybean Cultivar 2252921658	22529	e3520S	09/01/10	12/874,085	8,389,814	03/05/13	2nd maintenance fee due between March 5, 2020 and October 5, 2020	Schillinger Genetics, Inc.	

	Issued Germplasm Patents									
Patents	pedid	prism var	File Date	Application No.	Patent No.	Grant Date	Notes	Assignee		
Soybean Cultivar 2472221658	24722	e4510S	10/05/10	12/898,415	8,541,659	09/24/13	2nd maintenance fee due between September 24, 2020 and March 24, 2021	Schillinger Genetics, Inc.		
Soybean Cultivar 5660821658 (131TD735)	56608	XTD3132	10/11/12	13/649,241	9,040,778	5/26/15	1st maintenance fee is late; grace period ends 5/28/2019	Schillinger Genetics, Inc.		
Soybean Cultivar 8616350112	86163	e3553	02/04/13	13/758,179	8,558,075	10/15/13	2nd maintenance fee due 10/15/2020- 4/15/2021	Schillinger Genetics, Inc.		
Soybean Cultivar 5677250112	56772	e2162	02/04/13	13/758,002	8,563,823	10/22/13	2nd maintenance fee due 10/22/2020- 4/22/2021	Schillinger Genetics, Inc.		
Soybean Cultivar 5555821658	55558	e3782S	02/04/13	13/758,125	8,563,826	10/22/13	2nd maintenance fee due 10/22/2020- 4/22/2021	Schillinger Genetics, Inc.		
Soybean Cultivar 6008121658	60081	e4993	02/04/13	13/758,053	8,563,824	10/22/13	2nd maintenance fee due 10/22/2020- 4/22/2021	Schillinger Genetics, Inc.		
Soybean Cultivar 7991150112	79911	e1993	02/04/13	13/758,021	8,598,422	12/03/13	2nd maintenance fee due 12/3/2020- 6/2/2021	Schillinger Genetics, Inc.		
Soybean Cultivar 5656250112	56562	e2062	02/04/13	13/758,038	8,598,423	12/03/13	2nd maintenance fee due 12/3/2020- 6/2/2021	Schillinger Genetics, Inc.		

	Issued Germplasm Patents								
Patents	pedid	prism var	File Date	Application No.	Patent No.	Grant Date	Notes	Assignee	
Soybean Cultivar 82923950112	829239	321P704	11/14/13	14/079,919	8,889,962	11/18/14	2nd maintenance fee due 11/18/2021- 5/18/2022	Schillinger Genetics, Inc.	
Soybean Cultivar 121754362471	1217543	e3575S	07/15/14	14/331,734	9,204,611	12/08/15	2nd maintenance fee due 12/8/22- 6/8/23	Schillinger Genetics, Inc.	
Soybean Cultivar 5321250112	53212	e2692	10/09/14	14/510,720	9,210,909	12/15/15	1st maintenance fee due 12/15/2022- 6/15/2023	Schillinger Genetics, Inc.	
Soybean Cultivar 5363150112	53631	e2282	10/09/14	14/510,693	9,338,993	05/17/16	1st maintenance fee due 5/17/19- 11/17/19	Schillinger Genetics, Inc.	
Soybean Cultivar 5326350112	53263	e3192	10/13/14	14/513,199	9,204,612	12/08/15	1st maintenance fee due 12/8/2022- 6/8/2023	Schillinger Genetics, Inc.	
Soybean Cultivar 90595050112	905950	e3494	11/19/14	14/547,779	9,307,736	04/12/16	1st maintenance fee due 4/12/19- 10/12/19	Schillinger Genetics, Inc.	
Soybean Cultivar 82926150112	829261	e2346	03/02/15	14/635,724	9,215,856	12/22/15	1st maintenance fee due 12/22/2022- 6/22/2023	Schillinger Genetics, Inc.	
Soybean Cultivar 177357950112	1773579	29T516P	3/2/2015	14/636,174	9,215,857	12/22/15	1st maintenance fee due 12/22/2018- 6/24/2019	Schillinger Genetics, Inc.	
Soybean Cultivar 127976462471	1279764	e3865S	03/03/15	14/636,612	9,204,613	12/08/15	1st maintenance fee due 12/8/2022- 6/8/2023	Schillinger Genetics, Inc.	

	Issued Germplasm Patents								
Patents	pedid	prism var	File Date	Application No.	Patent No.	Grant Date	Notes	Assignee	
Soybean Cultivar 177339950112	1773399	26T512P	03/03/15	14/636,506	9,357,737	06/07/16	1st maintenance fee due 6/7/2019- 12/7/2019	Schillinger Genetics, Inc.	
Soybean Cultivar 129423450112	1294234	e1665	03/18/15	14/660,140	9,204,614	12/08/15	1st maintenance fee due 12/8/2022- 6/8/2023	Schillinger Genetics, Inc.	
Soybean Cultivar 90573321658	905733	e4846S	03/18/15	14/661,203	9,204,615	12/08/15	1st maintenance fee due 12/8/2022- 6/8/2023	Schillinger Genetics, Inc.	
Soybean Cultivar 6007521658	60075	e4194	03/18/15	14/661,111	9,220,234	12/29/15	1st maintenance fee due 12/29/2022- 6/29/2023	Schillinger Genetics, Inc.	
Soybean Cultivar 90570821658	905708	345P114	05/13/15	14/710,883	9,363,975	06/14/16	1st maintenance fee due between June 14, 2019 and December 14, 2019	Schillinger Genetics, Inc.	
Soybean Cultivar 218023621658	n2358		2-Oct-17	15/722,593	9,992,965	6/12/201	1st maintenance fee due between June 12/2021 and 12/12/2021	Schillinger Genetics, Inc.	

Pending Germplasm Patent Applications								
Cultivar name	Alternate name	Alternate name	Filing date	Application No.	Assignee	Inventors		
Soybean Cultivar 172293221658	34Н608		3-Oct-17	15/723,402	Schillinger Genetics, Inc.	William K. Rhodes		
Soybean Cultivar 216259450112	27Н683		29-Sep-17	15/721,260	Schillinger Genetics, Inc.	Pedro Gonzalez- Potrilla		

Pending Germplasm Patent Applications								
Cultivar name	Alternate name	Alternate name	Filing date	Application No.	Assignee	Inventors		
Soybean Cultivar 179565921658	1795659	e4616:46H566	3-Oct-17	15/723,426	Schillinger Genetics, Inc.	William K. Rhodes		
Soybean Cultivar 179609121658	1796091	e4757S	3-Oct-17	15/723,477	Schillinger Genetics, Inc.	William K. Rhodes		
Soybean Cultivar 172290521658		E3776	5-Oct-18	16/152,797	Schillinger Genetics, Inc.	William K. Rhodes		

**RECORDED: 04/08/2019**