

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6021418

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                                   |
| <b>CONVEYING PARTY DATA</b>   |  |
| <b>Name</b>   | <b>Execution Date</b>                        |
| MICHAEL EDWIN KUEHN   | 02/24/2020                                   |
| MARCIO PAIS DE ARRUDA   | 03/13/2020                                   |
| <b>RECEIVING PARTY DATA</b>   |  |
| <b>Name:</b>  | HM.CLAUSE, INC.                              |
| <b>Street Address:</b>  | 260 COUSTEAU PLACE, SUITE 210                |
| <b>City:</b>  | DAVIS  |
| <b>State/Country:</b>   | CALIFORNIA                                   |
| <b>Postal Code:</b>   | 95618  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |
| <b>Property Type</b>  | <b>Number</b>                                |
| <b>Application Number:</b>  | 16822871                                     |
| <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, zpatdcdocting@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>  | HAMO-105/00US                                |
| <b>NAME OF SUBMITTER:</b>   | JONG-JIN HAN                                 |
| <b>SIGNATURE:</b>   | /Jong-Jin Han/                               |
| <b>DATE SIGNED:</b>   | 03/19/2020                                   |
| <b>Total Attachments: 5</b>   |  |
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| source=HAMO-105_00US Assign#page2.tif   |  |
| source=HAMO-105_00US Assign#page3.tif   |  |
| source=HAMO-105_00US Assign#page4.tif   |  |



## ASSIGNMENT

**Michael Edwin Kuehn**, residing at 25757 County Road 21A, Esparto, California 95627, United States of America, **Marcio Pais De Arruda**, 3800 Solano Park Circle, Apartment 3725, Davis, California, 95616, United States of America (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 **HYBRID TOMATO PLANT NAMED HM 2194**, and which is a:

- (1) ☐ provisional application
- (a) ☐ to be filed herewith; or
- (b) ☐ bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_;
- (2) ☒ non-provisional application
- (c) ☒ to be filed herewith; or 16/822,871
- (d) ☐ bearing Application No. \_\_\_\_\_, and filed on March 18, 2020

**WHEREAS, HM.CLAUSE, INC.**, a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 260 Cousteau Place, Suite 210, Davis, CA 95618, United States of America, United States of America (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);

(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.

Date: 2/27/2020

By: Michael Edwin KUEHN  
Michael Edwin KUEHN

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me or 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.

SEE ATTACHED 02/28/2020  
CA. NOTARY ACKNOWLEDGMENT

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE 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 YOLO

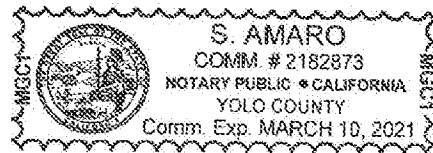
On FEBRUARY 28, 2020 before me, S. Amaro, Notary Public  
(insert name and title of the officer)

personally appeared MICHAEL EDWIN KUEHN,  
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.

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 S. Amaro (Seal)



## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: ASSIGNMENT

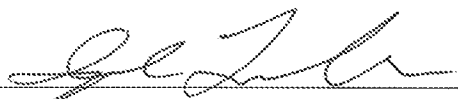
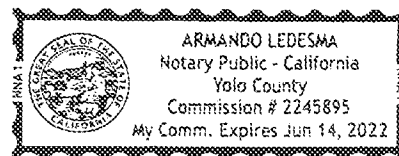
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Date: 03/13/2020By:   
Marcio Pais De ArrudaState of California )  
County of Yolo ) ss.

On March 13, 2020, before me, Armando Ledesma, Notary Public, personally appeared Marcio Pais de Arruda, personally known to me or 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

Place Notary Seal Above

My Commission Expires: June 14, 2022