

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6079747

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
VANGUARD SEED, INC.	04/09/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	SAKATA SEED AMERICA, INC.
<b>Street Address:</b>	18095 SERENE DRIVE
<b>City:</b>	MORGAN HILL
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95037

**PROPERTY NUMBERS Total: 23**

Property Type	Number
Application Number:	14197390
Application Number:	61776148
Application Number:	61776125
Application Number:	62164068
Application Number:	15352041
Application Number:	62364954
Application Number:	62326450
Application Number:	62444454
Application Number:	62456786
Application Number:	16441306
Application Number:	16549160
Patent Number:	9380757
Patent Number:	9398753
Patent Number:	9521825
Patent Number:	9642332
Patent Number:	9706743
Patent Number:	9907288
Patent Number:	9907287
Patent Number:	9930860
Patent Number:	10076095

PATENT

Property Type	Number
Patent Number:	10098310
Patent Number:	10212907
Patent Number:	10470396

**CORRESPONDENCE DATA**

**Fax Number:** (970)492-1101

*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:** 9704921100

**Email:** joyr@patentlegal.com

**Correspondent Name:** COCHRAN FREUND & YOUNG LLC

**Address Line 1:** 2026 CARIBOU DRIVE

**Address Line 2:** SUITE 201

**Address Line 4:** FORT COLLINS, COLORADO 80525

**ATTORNEY DOCKET NUMBER:** SSA.0001

**NAME OF SUBMITTER:** JOY REINHART

**SIGNATURE:** /Joy Reinhart/

**DATE SIGNED:** 04/27/2020

**Total Attachments: 4**

source=Assignment\_VantoSakata#page1.tif

source=Assignment\_VantoSakata#page2.tif

source=Assignment\_VantoSakata#page3.tif

source=Assignment\_VantoSakata#page4.tif

**ASSIGNMENT OF PATENTS, PATENT APPLICATIONS AND PLANT VARIETY  
PROTECTION CERTIFICATE**

This assignment of patents, patent applications, and plant variety protection certificate dated as of April 9, 2020 (“Assignment”), is entered into by and between Sakata Seed America, Inc., a California corporation (“Buyer”) and Vanguard Seed, Inc., a California corporation (“Company”).

WHEREAS, Company the sole owner of the patents, patent applications, and plant variety protection certificate as referenced in Appendix A (“Transferred IP”); and

WHEREAS, Buyer is desirous of acquiring the entire right, title and interest in and to the Transferred IP free and clear of all Encumbrances;

Effective as of Closing, Company hereby sells, assigns, and transfers to Buyer, subject to and in accordance with the terms of that certain Asset Purchase Agreement dated April 9, 2020 (the “Asset Purchase Agreement”), for certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, all of their entire right, title and interest in, to and under the Transferred IP for the territory of the United States of America, all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty, all applications for extension filed or to be filed for the Transferred IP, all Letters Patent, Invention Registrations, Utility Models, Extensions, Reexamination Certificates or Reissues and other patent rights, obtained for the Transferred IP in the United States or any other country, and all Plant Breeders Rights, Plant Variety Protection Rights, Plant Variety Rights and Community Plant Variety Rights, whether or not created under the International Union for the Protection of New Varieties of Plants; Company also assigns any right, title or interest in and to the said Transferred IP which have not already been transferred to the Buyer; and Company further agrees to cooperate with the Buyer hereunder in the obtaining and sustaining of any and all such Letters Patent, Plant Breeders Rights, Plant Variety Protection Rights, Plant Variety Rights, and Community Plant Variety Rights and in confirming Buyer’s exclusive ownership of the Transferred IP, but at the expense of Buyer.

**Section 1. Definitions.** Except as otherwise defined herein, all capitalized terms used in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement.

**Section 2. Successors and Assigns.** This Assignment shall bind and inure to the benefit of Company and Buyer and their assigns, transferees and successors.

**Section 3. Amendment, Waiver and Termination.** This Assignment cannot be amended, modified, supplemented, waived or terminated except by an instrument in writing specifically designated as an amendment hereto, signed by each of Buyer and Company.


**Section 4. Headings.** The headings in this Assignment are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

**Section 5. Severability.** If any term, provision or application of this Assignment is held invalid or unenforceable the remainder of this Assignment and any application of the terms and provisions hereof shall not be affected thereby, but shall remain valid and enforceable.

**Section 6. Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Assignment may be executed by facsimile or electronic signature in portable document format (.pdf) and a facsimile or electronic signature in portable document format (.pdf) shall constitute an original for all purposes.

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed on its behalf by its officers hereunto duly authorized, all as of date first above written.

**VANGUARD SEED, INC.**  
a California Corporation

By:   
Name: John Heintzberger  
Title: Secretary

**SAKATA SEED AMERICA, INC.**  
a California Corporation

By: \_\_\_\_\_  
Name: John Nelson  
Title: Vice President

**Section 5. Severability.** If any term, provision or application of this Assignment is held invalid or unenforceable the remainder of this Assignment and any application of the terms and provisions hereof shall not be affected thereby, but shall remain valid and enforceable.

**Section 6: Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Assignment may be executed by facsimile or electronic signature in portable document format (.pdf) and a facsimile or electronic signature in portable document format (.pdf) shall constitute an original for all purposes.

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed on its behalf by its officers hereunto duly authorized, all as of date first above written.

**VANGUARD SEED, INC.**  
a California Corporation

By: \_\_\_\_\_  
Name: John Heintzberger  
Title: Secretary

**SAKATA SEED AMERICA, INC.**  
a California Corporation

By: \_\_\_\_\_  
Name: John Nelson  
Title: Vice President

### Appendix A: Transferred IP

List of U.S. Patents, Applications and U.S. PVP Certificate

Title	Application No.	Patent No./PVP No.	Issue Date
Leaf Lettuce Mutant Allele	14/197,390	None	None
Lettuce Cultivar Palermo	61/776,148	Not applicable	Not applicable
Lettuce Cultivar Palermo	14/197,363	9,380,757	7/5/2016
Lettuce Cultivar Cielo Verde	61/776,125	Not applicable	Not applicable
Lettuce Cultivar Cielo Verde	14/197,310	9,398,753	7/26/2016
Lettuce Cultivar Monterra	62/164,068	Not applicable	Not applicable
Lettuce Cultivar Monterra	15/155,889	9,521,825	12/20/2016
Leaf Lettuce Mutant Allele	15/352,041	None	None
Lettuce Cultivar Omega 42	15/235,309	9,642,332	5/9/2017
Lettuce Cultivar Meridian	15/373,789	9,706,743	7/18/2017
Lettuce Cultivar Zorro	62/364,954	Not applicable	Not applicable
Lettuce Cultivar Zorro	15/648,657	9,907,288	3/6/2018
Lettuce Cultivar Oracle	15/373,676	9,907,287	3/6/2018
Lettuce Cultivar Pasadera	62/326,450	Not applicable	Not applicable
Lettuce Cultivar Pasadera	15/476,004	9,930,860	4/3/2018
Lettuce Cultivar Portola	15/831,685	10,076,095	9/18/2018
Lettuce Cultivar Omega 73	62/444,454	Not applicable	Not applicable
Lettuce Cultivar Omega 73	15/846,579	10,098,310	10/16/2018
Lettuce Cultivar Lockwood	62/456,786	Not applicable	Not applicable
Lettuce Cultivar Lockwood	15/886,010	10,212,907	2/26/2019
Lettuce Cultivar Regency 3.0	16/382,488	10,470,396	11/12/2019
Lettuce Cultivar Chamisal	16/441,306	None yet	None yet
Lettuce Cultivar VX 12MB	16/549,160	None yet	None yet
Lettuce Cultivar Regency 2.0	201300146	201300146	3/11/2014