

## PATENT ASSIGNMENT COVER SHEET

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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>       |
| DANIEL J MARTINELLI   | 06/20/2019                  |
| <b>RECEIVING PARTY DATA</b>   |                             |
| <b>Name:</b>  | AGRIGENETICS, INC.          |
| <b>Street Address:</b>  | 9330 ZIONSVILLE ROAD        |
| <b>City:</b>  | INDIANAPOLIS                |
| <b>State/Country:</b>   | INDIANA                     |
| <b>Postal Code:</b>   | 46268                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                             |
| <b>Property Type</b>  | <b>Number</b>               |
| Application Number:   | 16907351                    |
| <b>CORRESPONDENCE DATA</b>  |                             |
| <b>Fax Number:</b>  |                             |
| <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> |                             |
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| <b>ATTORNEY DOCKET NUMBER:</b>  | 82787-US-NP                 |
| <b>NAME OF SUBMITTER:</b>   | BRIAN E. SMITH              |
| <b>SIGNATURE:</b>   | /Brian E. Smith/            |
| <b>DATE SIGNED:</b>   | 06/23/2020                  |
| <b>Total Attachments: 1</b>   |                             |
| source=20200623_82787-US-NP_X00R998_ExecAssignment#page1.tif  |                             |

**WORLDWIDE ASSIGNMENT**

I, the undersigned DANIEL J MARTINELLI, hereby declare that I am an inventor of an invention entitled MAIZE HYBRID X00R998 the subject matter of which is described in the application for patent (Attorney Docket No: 82787-US-PSP)

declaration executed on \_\_\_\_\_  
 US Patent Application Serial No. 62/867926, filed on 28 JUNE 2019  
 PCT Application Serial No. \_\_\_\_\_ filed on \_\_\_\_\_

which claim(s) its earliest priority to Application Serial No. \_\_\_\_\_, filed on \_\_\_\_\_.

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in fulfillment of my pre-existing obligation of assignment to assignee, which is hereby acknowledged, I hereby:

I. Sell, assign, and transfer unto AGRIGENETICS, INC., a corporation organized and existing under the laws of the State of Delaware in the United States of America and having its principal place of business at 9330 Zionsville Road, Indianapolis, Indiana 46268, herein referred to as the assignee, and to assignee's successors and assigns,

(A) the entire right, title, and interest in and to: (1) the aforesaid application(s) for Letters Patent ("Patent"), (2) any priority rights derived from such aforesaid application(s) for Patent by virtue of the International Convention for the Protection of Industrial Property ("International Convention") and any other treaty or understanding for intellectual property for any and all member countries of the International Convention or other treaty or understanding, including rights in any and all provisional applications, (3) any and all of my inventions, whether joint or sole, disclosed in such aforesaid application(s) for Patent, and/or related to or arising out of such aforesaid application(s) for Patent ("Inventions"), (4) any and all applications for Patent for any such Inventions in any country whatsoever, including all provisional, non-provisional, divisional, renewal, substitute, continuation, continuations-in-part, international and convention applications based in whole or in part upon such aforesaid application(s) for Patent and/or such Inventions, (5) any and all patents for any such Inventions in any country whatsoever, including any and all reexams, reissues and extensions of any patent based in whole or in part upon such aforesaid application(s) for Letters Patent and/or such Inventions; (B) the entire right to (1) file such applications in its name or in my name, (2) file such applications under the aforesaid International Convention or any other treaty or understanding, (3) have said patents granted in its name or mine, the Commissioner of Patents and Trademarks of the United States of America and any counterpart in any other patent office being hereby authorized to issue or transfer all of said patents to said assignee in accordance herewith, and (4) enforce said patents and to sue for and recover profits and damages for any and all infringements thereof, whether past, present or future, to the full end of the term or terms for which said patents may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned without this assignment;

II. Agree, whenever assignee asks, without further compensation but at assignee's expense for actual and reasonable costs incurred,

(A) to communicate to said assignee, its successors, assigns, and legal representatives, any facts known to me respecting such Inventions or the rights described above, (B) to testify in any legal proceeding respecting such Inventions or the rights described above, the location of that testimony to be in the country in which I reside or in the nearest country in which such testimony is legal should my country of residence prohibit such testimony, (C) to execute all applications, papers or instruments necessary or required by said assignee, its successors, assigns and legal representatives, to carry into effect any of the provisions of this instrument, including petitions, specifications, oaths, assignments, disclaimers, and lawful affidavits in form and substance which may be requested by said assignee and (D) generally to do everything possible to aid said assignee, its successors, assigns, and legal representatives to obtain, maintain, defend and enforce patent protection for such Inventions and/or secure title to such Inventions with assignee;

III. Represent, warrant and covenant that I have the full right and lawful authority to make this assignment, that such assigned right is not pre-dated by any grant, license, or other right heretofore given by me to any party other than the assignee hereto;

IV. Agree that my grants and obligations herein shall also bind all of my heirs, executors, administrators, legal representatives, and assigns; and

V. Agree that an authorized representative of assignee is hereby granted the power to insert in this assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office or the patent office of any other country for recordation of this Assignment, including the power to insert on this assignment information regarding application number and filing date when known.

In Witness Whereof, I have executed this Worldwide Assignment on the date indicated by my hand and agree that this Worldwide Assignment shall be effective as of the earliest priority date for the aforesaid application(s) for Letters Patent.

DANIEL J MARTINELLI  
Name of Inventor

*Daniel J. Martinelli*  
Signature of Inventor

6/20/19  
Date