

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7085748

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES BEHM	05/30/2001
RECEIVING PARTY DATA	
Name:	MONSANTO TECHNOLOGY LLC
Street Address:	800 NORTH LINDBERGH BOULEVARD
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63167
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16999919
CORRESPONDENCE DATA	
Fax Number:	(214)259-0910
<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>	
Email:	chris.mccoy@dentons.com
Correspondent Name:	ROBERT E. HANSON
Address Line 1:	233 SOUTH WACKER DRIVE
Address Line 2:	SUITE 5900
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	ASGR:1748US
NAME OF SUBMITTER:	ROBERT E. HANSON
SIGNATURE:	/Robert E. Hanson/
DATE SIGNED:	12/21/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
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**SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY
OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)**

Title of Invention	SOYBEAN VARIETY 01077393		
This statement is directed to:			
<input type="checkbox"/> The attached application,			
OR			
<input checked="" type="checkbox"/> United States application or PCT international application number <u>16/999,919</u> filed on <u>August 21, 2020</u> .			
LEGAL NAME of inventor to whom this substitute statement applies:			
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)			
James Behm			
Residence (except for a deceased or legally incapacitated inventor):			
City		State	Country
Mailing Address (except for a deceased or legally incapacitated inventor):			
City		State	Zip
		Country	
I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application.			
The above-identified application was made or authorized to be made by me.			
I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.			
Relationship to the inventor to whom this substitute statement applies:			
<input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only),			
<input type="checkbox"/> Assignee,			
<input checked="" type="checkbox"/> Person to whom the inventor is under an obligation to assign,			
<input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or			
<input type="checkbox"/> Joint Inventor.			

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This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

SUBSTITUTE STATEMENT**Circumstances permitting execution of this substitute statement:**

- ☒ Inventor is deceased,
- ☐ Inventor is under legal incapacity,
- ☐ Inventor cannot be found or reached after diligent effort, or
- ☐ Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below:

- ☒ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.

OR

- ☐ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name: **Chunping Li** Date (Optional):

Signature: /Chunping Li/

APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

If the applicant is a juristic entity, list the applicant name and the title of the signer:

Monsanto Technology LLC

Applicant Name:

Title of Person Executing
This Substitute Statement: **Intellectual Property Counsel**

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City **St. Louis** State **MO** Country **US**

Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent)**800 North Lindbergh Boulevard**

City **St. Louis** State **MO** Zip **63167** Country **US**

Note: Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.

MONSANTO EMPLOYMENT AGREEMENT

In consideration of the compensation and other benefits of my employment and continued employment by Monsanto Company (as defined herein), I agree with Monsanto as follows:

EMPLOYMENT BY MONSANTO

As used herein, Monsanto means Monsanto Company or one of its Subsidiaries, whichever is my employer. The term Subsidiary means any corporation, joint venture or other business organization in which Monsanto Company now or hereafter, directly or indirectly, owns or controls more than a fifty percent (50%) equity interest.

During my Monsanto employment I shall devote my working time and best efforts to the service of Monsanto and shall comply with the policies and procedures of Monsanto, including those relating to security and employee conduct, and I shall not engage in any business or technical activity, or plan any such activity, competitive with or in conflict with the business interests of Monsanto Company or any Subsidiary.

CONFIDENTIAL INFORMATION

I acknowledge that Monsanto has certain non-public confidential business information, including engineering designs, drawings, formulae, calculations, data, or similar technical or project-related information; non-public client information, such as customer contact information, contract terms, bid information, customer listings, customer files, and information designated by clients (or others with whom Monsanto has a business relationship) to be kept confidential; sales plans, sales and earnings figures, pricing information, schedules of charges and rates, and other financial information; corporate strategies, marketing and other strategic plans; as well as personnel files and information Confidential Information). Confidential Information shall also include results derived from confidential evaluations of, and the confidential use or non-use by Monsanto Company or any Subsidiary of, technical or business information in the public domain.

In the course of my employment with Monsanto and because of the nature of my responsibilities, I have acquired and will continue to receive access to Monsanto's Confidential Information. I recognize and agree that this information is proprietary, highly sensitive and valuable. I further recognize that I occupy a position of trust and

confidence with respect to such Confidential Information.

I shall use my best efforts and diligence both during and after my Monsanto employment to protect the confidential, trade secret and/or proprietary character of all Confidential Information. I shall not, directly or indirectly, use (for myself or another) or disclose any Confidential Information for so long as it shall remain proprietary or protectible as confidential or trade secret information, except as may be necessary for the performance of my Monsanto duties and as may be required by courts, administrative or regulatory agencies.

I shall deliver promptly to Monsanto, at the termination of my employment, or at any other time at Monsanto's request, without retaining any copies, all documents and files (whether paper, digital, electronic or otherwise) that were supplied to me by Monsanto, or that were obtained or created pursuant to my duties for Monsanto, as well as reference books, text books, computer software, research lab books equipment, supplies and any other materials supplied to me by Monsanto or purchased with Monsanto's funds, and all copies thereof.

I understand that I am not to disclose to Monsanto Company or any Subsidiary, or use for its benefit, any confidential, trade secret or proprietary information of others, including any of my former employers.

Each of my obligations in this section shall also apply to the confidential trade secret and proprietary information learned or acquired by me during my employment from others with whom Monsanto Company or any subsidiary has a business relationship.

NON-COMPETE OPTION

For a period of one year after my employment with Monsanto ends, I will (1) provide Monsanto with written notice of any employment or other engagement for compensation (such as providing services as a independent contractor or consultant) that I accept or undertake, (2) I will include in that notice the name and address of my New Employer, and the title of the position I will be taking (the New Employer Information), and (3) I will provide Monsanto with this New Employer Information, and ensure that Monsanto receives it, at least 10 days prior to starting that new employment. Additionally, if I know who my New Employer will be at the time of my termination, I agree

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that I will provide Monsanto the New Employer Information at that time. If I do not know who my new employer will be at the time my employment with Monsanto is terminated, I will provide the New Employer Information to Monsanto, in writing, as soon as I know it. New Employer means any entity or person by whom I become employed or otherwise engaged (for example as an independent contractor or consultant) to perform professional services, for compensation, at any time during the first year after leaving my employment with Monsanto, whether that engagement is my first engagement after leaving Monsanto or is a subsequent engagement.

For a period of seven (7) days (the Option Period) following Monsanto's receipt of my New Employer Information regarding any employer for whom I proposed to become employed during the first year following the termination of my employment with Monsanto, I hereby agree that Monsanto shall have the right to exercise a Non-Compete Option, as defined and provided for herein.

If Monsanto shall give me written notice, during the Option Period, that it is exercising its Non-Compete Option, I shall not, directly or indirectly (whether as owner, partner, consultant, employee or otherwise), at any time during the period of one year following termination of my employment with Monsanto (the Non-Compete Period), engage in or contribute my knowledge to any work or activity that involves a product, process, apparatus, service or development which is then competitive with or similar to a product, process, apparatus, service or development on which I worked or with respect to which I had accessed Confidential Information while at Monsanto at any time during the period of five years immediately prior to such termination (Competitive Work).

Should Monsanto exercise its Non-Compete Option, and so long as I am complying with the non-compete obligations set forth above, Monsanto shall continue to pay me, during the Non-Compete Period, the same gross base salary (subject to taxes) I had made during the last year of my employment with Monsanto, in monthly installments.

Regardless of whether Monsanto exercises its Non-Compete Option (and continuing after the expiration of the Non-Compete Period should Monsanto choose to exercise its option), I shall continue to be obligated under the other provisions of this Agreement, including the Confidential Information section of this Agreement not to use or to disclose Confidential Information so long as it shall remain proprietary or protectible as confidential or trade secret information.

Regardless of whether Monsanto exercises its Non-Compete Option, I agree that during my employment by Monsanto and for a period of one year thereafter, I shall not, directly or indirectly, induce, solicit, assist in the solicitation or inducement of, or

attempt to induce or solicit, a salaried employee of Monsanto Company or any of its Subsidiaries to terminate their employment with Monsanto or to accept any employment or affiliation involving Competitive Work.

IDEAS, INVENTIONS OR DISCOVERIES

I shall promptly disclose to Monsanto all ideas, inventions or discoveries, whether or not patentable, which I may conceive or make, alone or with others, during my employment, whether or not during working hours, and which directly or indirectly

(a) relate to matters within the scope of my duties or field of responsibility during my employment by Monsanto Company or its Subsidiaries; or

(b) are based on my knowledge of the actual or anticipated business or interests of Monsanto Company or its Subsidiaries; or

(c) are aided by the use of time, materials, facilities or information of Monsanto Company or its Subsidiaries.

I hereby assign to Monsanto, or its nominee, without further compensation, all of my right, title and interest in all such ideas, inventions or discoveries in all countries of the world.

Without further compensation but at Monsanto's expense, I shall give all testimony and execute all patent applications, rights of priority, assignments and other documents and in general do all lawful things requested of me by Monsanto to enable Monsanto to obtain, maintain, and enforce protection of such ideas, inventions and discoveries for and in the name of Monsanto, or its nominee, in all countries of the world. However, should I render any of these services following termination of my employment, I shall be compensated at a rate per hour equal to the basic salary I received from Monsanto at the time of termination and shall be reimbursed for reasonable out-of-pocket expenses incurred in rendering the services. (The compensation provided for in this section regarding services with respect to Ideas, Inventions, and Discoveries, should I be entitled to any such compensation under the terms hereunder, shall be separate from and additional to any compensation I might be entitled to under Non-Compete Option pursuant to the terms of that option as set forth herein).

I recognize that ideas, inventions or discoveries of the type described above conceived or made by me, alone or with others, within one year after termination of my employment are likely to have been conceived in significant part while employed by Monsanto. Accordingly, I agree that such ideas, inventions or discoveries shall be presumed to have been conceived during my Monsanto employment unless and until I have established the contrary by clear and convincing

evidence.

OTHER AGREEMENTS

This Agreement shall be construed under the laws of the State of Missouri and shall be binding upon and enforceable against my heirs and legal representatives and the assignees of any idea, invention or discovery conceived or made by me. I agree and consent that this agreement is assignable by Monsanto and is enforceable by Monsanto's successors and assigns.

To the extent this Agreement is legally enforceable, it shall supersede all previous agreements covering this subject matter between me and Monsanto Company or its Subsidiaries, but shall not relieve me or such other party from any obligations incurred under any such previous agreement while in force.

If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under then applicable law.

If I am transferred from the company which was my employer at the time I signed this Agreement to the employment of another company that is a Subsidiary of Monsanto Company or is Monsanto Company itself, and I have not entered into a superseding agreement with my new employer covering the subject matter of this Agreement, then this Agreement shall continue in effect and my new employer shall be termed Monsanto for all purposes hereunder and shall have the right to enforce this Agreement as my employer. In the event of any subsequent transfer, my new employer shall succeed to all rights under this Agreement so long as such employer shall be Monsanto Company or one of its Subsidiaries and so long as this Agreement has not been superseded.

In the event of a breach or a threatened or intended breach of this Agreement by me, Monsanto shall be entitled, in addition to the damages it may prove and all other remedies otherwise available at law or in equity, to injunctions, both preliminary and final, enjoining and restraining such breach or threatened or intended breach, and I hereby consent to the issuance thereof without Monsanto being required to post any bond. In the event that Monsanto shall successfully enforce any part of this Agreement through legal proceedings, I agree to pay to Monsanto all costs and attorneys' fees reasonably incurred by it in that endeavor. Conversely, if Monsanto shall unsuccessfully attempt to enforce any part of this Agreement through legal proceedings, it agrees to pay me all the reasonable costs and

attorneys fees incurred by me in defending against that effort. In the event that I am found to have breached any covenant in this agreement, the time period provided for in that covenant shall be deemed tolled (i.e., it will not begin to run) for so long as I was in violation of that covenant.

I acknowledge and agree that this Agreement is reasonable as to time and scope and activities prohibited, given Monsanto's need to protect its interests, and given the consideration provided to me hereunder.

I understand and agree that this Agreement is not a guarantee of continued employment or rate of compensation for any period. My employment is at will. This means I am free to terminate my employment at any time and for any reason, and that Monsanto retains the same rights. Nothing in this Agreement alters the at-will employment relationship between Monsanto and its employees.

I represent and warrant that (a) I am not a party to or bound by any agreement or contract, and am not subject to any other restriction (particularly, but without limitation in connection with any previous employment), which prevents me from entering into and performing my obligations under this Agreement, and (2) that I am able to perform my duties for Monsanto without using, disclosing or making reference to any confidential information belonging to another.

This Agreement is signed in duplicate, as of the 30th day of May, 2001.

James Behm
Signature of Employee

James Behm
Typed Name of Employee

B

Findlay Ohio
Employment Location

1/326796.1

Date of Print: 4/2/01