

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7214577

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAVIER NOGUERA DIAZ	02/04/2022
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16555076
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ATTORNEY DOCKET NUMBER:	HAMO-103/00US 081575-2136
NAME OF SUBMITTER:	JONG-JIN HAN
SIGNATURE:	/Jong-Jin Han/
DATE SIGNED:	03/09/2022
Total Attachments: 5	
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ASSIGNMENT

Javier NOGUERA DIAZ, having a mailing address at HM.Clause, S.A.S., Rue Louis Saillant, ZI La Motte, Portes-Les-Valence, France 26800 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent, entitled **HYBRID PEPPER PLANT NAMED AWAKINO**, and which is a:

- (1) ☐ provisional application
(a) ☐ to be filed herewith; or
(b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application
(a) ☐ to be filed herewith; or
(b) ☒ bearing Application No. **16/555,076**, and filed on **August 29, 2019**; and/or
- (3) ☐ PCT application
(a) ☐ bearing Application No. , and filed on . and/or
- (4) ☐ attached hereto.

wherein the above application(s) claim(s) priority to:

Country	Application No.	Application filing date

WHEREAS, HM.Clause, S.A.S., a corporation having its principal place of business at Rue Louis Saillant, ZI La Motte, Portes-Les-Valence, France 26800 ("the Assignee"), its successors, legal representatives, and assigns is desirous of acquiring the Assignor's entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent and/or registered design of the United States or other countries on the Invention(s); any application(s) for patent and/or registered design of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) and/or registered design(s) 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 a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of 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(s) for patent identified above;

(c) the right to file applications for patent and/or registered design of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent and/or registered design of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent and/or registered design of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent and/or registered design claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent and/or registered design identified in the preceding paragraphs (b)-(e) and of any and all patent(s) and/or registered design(s) granted based thereon in the United States and in all other countries; and

(g) any patent(s) and/or registered design(s) of the United States or other countries that may be granted for or on any application for patent and/or registered design identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s) and/or registered design(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 the sole and lawful owner of the Assignor's 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, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents. The Assignor also hereby represents that the Assignor has not previously sold, transferred, or encumbered any part of Assignor's right, title, and interest in the Invention(s).

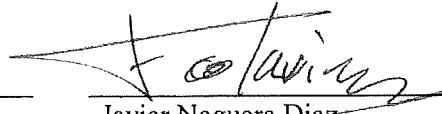
The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), said registered design(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, Inter partes reviews, supplemental examinations, etc.), without charge to the Assignee, 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(s) identified above when known.

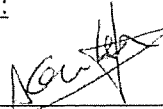
The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

Assignor(s) and Assignee(s) understand that electronic signatures are acceptable and that, by signing electronically, signatories agree to the use of electronic signatures.

04/02/2022
Date


Javier Noguera Diaz


Witness:


Signature

04/02/2022
Date

JUAN M. AGUILAR AGUILAR
Printed Name

Witness:


Signature

4/02/2022
Date

JUAN F. ORTEGA CABEZAS
Printed Name

For and on behalf of ASSIGNEE:

Date: 2/14/2022

By:



Name: VINCENT ASLAGD

Title: Dir R&D Portfolio Innovation

Company: HM.Clause, S.A.S.

Witness:



Signature

02/14/2022

Date

SUKHPREET SANDHU

Printed Name

Witness:

Signature

Date

Printed Name