

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7272974

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES BEHM	05/30/2001
THOMAS L. FLOYD	09/28/2020
RECEIVING PARTY DATA	
Name:	Monsanto Technology LLC
Street Address:	800 North Lindbergh Blvd.
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63167
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17090271
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:	annette.armstrong@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:1880US
NAME OF SUBMITTER:	ANNETTE ARMSTRONG
SIGNATURE:	/Annette Armstrong/
DATE SIGNED:	04/11/2022
Total Attachments: 6	
source=ASGR_1880US_Statement_Under_3_73POA#page3.tif	
source=ASGR_1880US_Statement_Under_3_73POA#page4.tif	
source=ASGR_1880US_Statement_Under_3_73POA#page5.tif	
source=ASGR_1880US_Statement_Under_3_73POA#page6.tif	
source=ASGR_1880US_Statement_Under_3_73POA#page7.tif	

ASSIGNMENT

Docket No. BCS206087 US

The undersigned, hereinafter referred to collectively as Assignor, has an interest in the invention entitled:

SOYBEAN VARIETY 01083650

which is the subject of a United States or International application for patent

- (a) ☐ executed on even date preparatory to filing;
- (b) ☐ executed on _____, _____, _____;
- (c) ☒ filed on, 11-05-2020 and assigned Serial No. 17/090,271
- (d) ☐ U.S. Patent No. _____, issued _____, and
☐ presently assigned as evidenced at Reel _____, Frame _____; or
- (e) ☐ entitled above and naming the undersigned inventors in this provisional patent application; and

WHEREAS, **Monsanto Technology LLC**, a Delaware corporation, having a place of business at 800 North Lindbergh Boulevard, St. Louis, Missouri, 63167, hereinafter referred to as Assignee, is desirous of acquiring Assignor's interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

Assignor further agree, without any payment by Assignee other than in reimbursement of reasonable expenses Assignor may incur, to communicate to said Assignee, its representatives, agents or assignees of the entire right, title and interest hereto, any facts relating to said invention, inventions or improvements, including evidence for purposes of interference, opposition or other legal proceedings, whenever requested; testify in any interference, opposition or other legal proceedings, whenever requested; and execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective.

Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

ASSIGNMENT

Docket No. BCS206087 US

Thomas L. Floyd
Thomas L. Floyd

9/28/20
Date

On this 28th day of September, 2020, before me, personally appeared Thomas L. Floyd to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

Jack Brewer
Witness

Jenna M. Brewer
Witness

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

PATENT

REEL: 059561 FRAME: 0460

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