

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BAYER CROPSCIENCE INC.	06/19/2023
RECEIVING PARTY DATA	
Name:	BAYER AKTIENGESELLSCHAFT
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PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12090238
Application Number:	13024524
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NAME OF SUBMITTER:	COURTNEY ADAMS
SIGNATURE:	/Courtney Adams/
DATE SIGNED:	07/28/2023
Total Attachments: 2	
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CONFIRMATORY PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("**Agreement**"), is by and between

1. **Bayer CropScience Inc.**, a federal non-distributing corporation incorporated with Corporations Canada, a division of Innovation, Science and Economic Development (ISED) Canada, registered under corporate number 12236044, having its registered office at Suite 110, 160 Quarry Park Boulevard SE, AB T2C 3G3, Calgary, Canada,

- Hereinafter referred to as "**Assignor**"

2. **Bayer Aktiengesellschaft**, a stock corporation incorporated and existing under German law, registered in the commercial register of the local court of Cologne under HRB 48248, having its registered office at Kaiser-Wilhelm-Allee 1, 51373 Leverkusen, Germany.

- "**Assignee**" -

- Assignor and Assignee together the "**Parties**" and each individually a "**Party**"

WHEREAS, Assignor has assigned any and all of its rights, title, and interest, including the right to claim priority, in the patent family with the title "Fungizide Zusammensetzung zur Behandlung von Gras" describing the invention made only by its former employee, Edwin Vandenberg (the "**Inventor**") having the internal reference number BCS 07 3081 of which the PCT-application of the family has the application number PCT/CA2005/001608 with the filing date of 19 October 2005 (the "**BCS Invention**"); and

WHEREAS, Assignee desires to register its ownership and Assignor is willing to confirm the assignment of the BCS Invention including any right, title, or interest of Assignor including any improvements to the BCS Invention and any divisionals, re-issues, or re-examinations of any patent of the BCS Invention (the "**BCS Rights**") from Assignor to Assignee, this Agreement being confirmatory to the Patent Assignment Agreement of 21 April 2023 between Assignor and Assignee, Assignor having the BCS Rights obtained from the Inventor due to the terms of the employment agreement between the Inventor and BCS and subsequently confirmed in the assignment document signed 22 April 2008 by the Inventor,

NOW THEREFORE, in view of the foregoing recitals which are hereby incorporated as an integral part of this Agreement, and for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees and confirms it has sold, assigned, conveyed, transferred, and set over, and by way of further assurance, does hereby assign, convey, transfer and set over, unto Assignee, its successors, legal representatives, and assigns, any and all of its entire right, title, and interest in, including the right to claim priority from, the BCS Rights inclusive of the BCS invention and associated patent family, and in and to any and all direct and indirect non-provisionals, divisions, continuations, and continuations-in-part of the Patents and Patent Applications, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations,

and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property or other treaty, and all rights to bring an action and recover damages, and all claims already accrued prior to assignment, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

ASSIGNOR:

BAYER CROPSCIENCE INC.

By: DS

Name: Dr. Perry - Jean Silvy

Title: Attorney-in-fact

Date: June 19, 2023

Place: Leverkusen

ASSIGNEE:

BAYER AKTIENGESELLSCHAFT

By: DS

Name: Dr. Perry - Jean Silvy

Title: Attorney-in-fact

Date: June 19, 2023

Place: Leverkusen