

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8129165

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTERNATIONAL FRUIT GENETICS, LLC	03/02/2022
RECEIVING PARTY DATA	
Name:	BLOOM FRESH INTERNATIONAL LIMITED
Street Address:	1 PANCRAS SQ.
Internal Address:	OFFICE 2.09
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	N1C 4AG
PROPERTY NUMBERS Total: 61	
Property Type	Number
Patent Number:	PP20292
Patent Number:	PP20377
Patent Number:	PP21664
Patent Number:	PP23315
Patent Number:	PP23398
Patent Number:	PP24439
Patent Number:	PP23531
Patent Number:	PP23744
Patent Number:	PP23399
Patent Number:	PP24551
Patent Number:	PP24583
Patent Number:	PP24879
Patent Number:	PP24466
Patent Number:	PP24611
Patent Number:	PP25766
Patent Number:	PP25435
Patent Number:	PP25434
Patent Number:	PP25913
Patent Number:	PP26121

PATENT

Property Type	Number
Patent Number:	PP26799
Patent Number:	PP26541
Patent Number:	PP27147
Patent Number:	PP28667
Patent Number:	PP28956
Patent Number:	PP30013
Patent Number:	PP31717
Patent Number:	PP30089
Patent Number:	PP29963
Patent Number:	PP29651
Patent Number:	PP30424
Patent Number:	PP29936
Patent Number:	PP31147
Patent Number:	PP30325
Patent Number:	PP30230
Patent Number:	PP30663
Patent Number:	PP30705
Patent Number:	PP30706
Patent Number:	PP32304
Patent Number:	PP32270
Patent Number:	PP31506
Patent Number:	PP31771
Patent Number:	PP31746
Patent Number:	PP31718
Patent Number:	PP33069
Patent Number:	PP33089
Patent Number:	PP33201
Patent Number:	PP33974
Patent Number:	PP34816
Patent Number:	PP35029
Patent Number:	PP27578
Patent Number:	PP29988
Patent Number:	PP30011
Patent Number:	PP30704
Patent Number:	PP30661
Patent Number:	PP29932
Patent Number:	PP30261
Patent Number:	PP32188

Property Type	Number
Patent Number:	PP32576
Patent Number:	PP33783
Application Number:	18348709
PCT Number:	US2369785

CORRESPONDENCE DATA

Fax Number: (414)277-0656

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.

Phone: 4142716560

Email: mkeipdocket@michaelbest.com

Correspondent Name: MICHAEL BEST AND FRIEDRICH LLP

Address Line 1: 790 N. WATER STREET

Address Line 2: STE 2500

Address Line 4: MILWAUKEE, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	889498-0001
NAME OF SUBMITTER:	ELIZABETH K. SCHERBARTH
SIGNATURE:	/elizabeth k.scherbarth/
DATE SIGNED:	08/23/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment ("**Assignment**") dated as of 11 August 2023, is made by **INTERNATIONAL FRUIT GENETICS, LLC a/ka/ "IFG"** a California Limited Liability Company with a principle place of business of 9224 Espresso Drive, Suite 200, Bakersfield, California, 93312, USA ("**Assignor**"), in favor of **BLOOM FRESH INTERNATIONAL LIMITED**, a United Kingdom Limited Liability Company, with a principle place of business at 50 Broadway, Suite 1, 7th Floor, London, United Kingdom, SW1H 0BL ("**Assignee**"), the designee of the purchaser of certain assets of the Assignor pursuant to an Asset Purchase Agreement between SNFL Investments LLC, a Delaware Limited Liability Company ("**Buyer**") dated 2 March 2022.

WHEREAS, Assignor is the beneficial owner of the Intellectual Property Assets identified in the Schedules provided in this Assignment;

WHEREAS, the parties have agreed that the Assignor's right, title, and interest in certain Intellectual Property Assets (as defined below) should be transferred by the Assignor to the Assignee, subject to the terms and conditions set forth herein;

WHEREAS, Assignor agrees to and hereby conveys, transfers, and assigns to Assignee, among other assets, certain Intellectual Property Assets of Assignor, and agrees to and hereby executes and delivers this Intellectual Property Assignment Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, including the sums paid to the Assignor by the Buyer, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned Intellectual Property Assets**"):
 - (a) the patents and patent applications (whether provisional or non-provisional), set forth in **Schedule 1** hereto and all divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) or equivalents thereto (the "**Patents**");
 - (b) all other intellectual or industrial property and proprietary rights, including all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and
 - (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, dilution, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such

steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property Assets, or any assignee or successor thereto. Assignor further agrees that Assignee, its successors, legal representatives, and assigns, may insert into this Assignment or the Schedules thereof any further information necessary or desirable to define the intellectual property assets to which the Assignment pertains for purposes of recordation.

3. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section.
4. **Headings.** The headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment.
5. **Severability.** If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.
6. **Entire Agreement.** This Assignment and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Assignment and the documents to be delivered hereunder, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Assignment will control.
7. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.
8. **No Third-party Beneficiaries.** This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

9. **Amendment and Modification.** This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
10. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
11. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
12. **Waiver of Jury Trial.** Each party acknowledges and agrees that any controversy which may arise under this Assignment is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Assignment or the transactions contemplated hereby.
13. **Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Assignment were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.
14. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

SIGNATURE PAGE

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Intellectual Property Assignment as of the effective date above.

ASSIGNOR

INTERNATIONAL FRUIT GENETICS, LLC

By: _____

Name: Andrew Higgins

Title: CEO

Address for Notices: 9224 Espresso Drive, Suite 200, Bakersfield, California, 93312, USA

AGREED TO AND ACCEPTED

ASSIGNEE

BLOOM FRESH INTERNATIONAL LIMITED

By: _____

Name: Mark Sinclair

Title: Authorized Signatory

Address for Notices: 1 Pancras Sq., Office 2.09, London, N1C 4AG, United Kingdom

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

App. No.	Filing Date	Patent No.	Grant Date	Title
12/215,931	6/27/2008	PP20,292	9/15/2009	GRAPEVINE 'IFG 31-077'
12/215,932	6/27/2008	PP20,377	10/6/2009	GRAPEVINE 'IFG 104-253'
12/455,739	6/5/2009	PP21,664	1/25/2011	GRAPEVINE 'IFG 68-175'
13/134,946	6/22/2011	PP23,315	1/8/2013	GRAPEVINE 'IFG EIGHT'
13/134,948	6/22/2011	PP23,398	2/19/2013	Grapevine 'IFG Five'
13/134,949	6/22/2011	PP24,439	5/13/2014	GRAPEVINE 'IFG FOUR'
13/134,947	6/22/2011	PP23,531	4/16/2013	Grapevine 'IFG Six'
13/199,228	8/24/2011	PP23,744	7/16/2013	Grapevine 'IFG Nine'
13/199,229	8/24/2011	PP23,399	2/19/2013	GRAPEVINE 'IFG SEVEN'
13/507,265	6/18/2012	PP24,551	6/17/2014	GRAPEVINE 'IFG ELEVEN'
13/507,266	6/18/2012	PP24,583	7/1/2014	GRAPEVINE PLANT NAMED 'IFG TEN'
13/507,543	7/9/2012	PP24,879	9/16/2014	GRAPEVINE 'IFG TWELVE'
13/507,753	7/26/2012	PP24,466	5/20/2014	GRAPEVINE 'IFG THIRTEEN'
13/573,778	10/5/2012	PP24,611	7/8/2014	GRAPEVINE 'IFG FOURTEEN'
13/986,678	5/24/2013	PP25,766	8/4/2015	GRAPEVINE 'IFG FIFTEEN'
13/986,680	5/24/2013	PP25,435	4/14/2015	GRAPEVINE 'IFG SEVENTEEN'
13/986,679	5/24/2013	PP25,434	4/14/2015	GRAPEVINE 'IFG SIXTEEN'
13/999,132	1/22/2014	PP25,913	9/22/2015	GRAPEVINE 'IFG EIGHTEEN'
13/999,693	3/18/2014	PP26,121	11/24/2015	GRAPEVINE 'IFG NINETEEN'
14/120,084	4/25/2014	PP26,799	6/7/2016	GRAPEVINE NAMED 'IFG TWENTY'
14/120,644	6/12/2014	PP26,541	3/29/2016	GRAPEVINE 'IFG TWENTY-ONE'
14/545,067	3/23/2015	PP27,147	9/13/2016	GRAPEVINE 'IFG TWENTY-TWO'
14/998,924	3/7/2016	PP28,667	11/21/2017	GRAPEVINE NAMED 'IFG TWENTY-THREE'
15/530,052	11/28/2016	PP28,956	2/13/2018	GRAPEVINE NAMED 'IFG TWENTY-FOUR'
15/530,100	12/6/2016	PP30,013	12/25/2018	GRAPEVINE NAMED 'IFG TWENTY-SIX'
15/530,143	12/7/2016	PP31,717	5/5/2020	GRAPEVINE NAMED 'IFG TWENTY-FIVE'
15/731,723	7/24/2017	PP30,089	1/15/2019	Grapevine Named 'IFG Twenty-eight'
15/731,718	7/24/2017	PP29,963	12/11/2018	Grapevine Plant Named 'IFG Twenty-seven'
15/732,051	9/11/2017	PP29,651	9/11/2018	GRAPEVINE 'IFG TWENTY-NINE'
15/732,230	10/10/2017	PP30,424	4/23/2019	GRAPEVINE NAMED 'IFG THIRTY'
15/732,551	11/28/2017	PP29,936	12/4/2018	GRAPEVINE NAMED 'IFG THIRTY-ONE'

15/732,689	12/15/2017	PP31,147	12/3/2019	GRAPEVINE PLANT NAMED 'IFG THIRTY-TWO'
15/732,705	12/18/2017	PP30,325	4/2/2019	Grapevine Plant 'IFG Thirty-four'
15/732,700	12/18/2017	PP30,230	2/26/2019	Grapevine Named 'IFG Thirty-three'
15/932,107	2/5/2018	PP30,663	7/9/2019	GRAPEVINE PLANT NAMED 'IFG THIRTY-SEVEN'
15/932,108	2/5/2018	PP30,705	7/16/2019	GRAPEVINE PLANT NAMED 'IFG THIRTY-SIX'
15/932,402	2/26/2018	PP30,706	7/16/2019	GRAPEVINE 'IFG THIRTY-FIVE'
16/350,653	12/21/2018	PP32,304	10/13/2020	GRAPEVINE PLANT NAMED 'IFG THIRTY-EIGHT'
16/350,702	12/26/2018	PP32,270	10/6/2020	GRAPEVINE PLANT NAMED 'IFG THIRTY-NINE'
16/501,162	3/4/2019	PP31,506	3/3/2020	GRAPEVINE PLANT NAMED 'IFG FORTY'
16/501,404	4/9/2019	PP31,771	5/19/2020	Grapevine plant named 'IFG Forty-one'
16/501,402	4/9/2019	PP31,746	5/12/2020	Grapevine Plant Named 'IFG Forty-two'
16/501,434	4/16/2019	PP31,718	5/5/2020	GRAPEVINE PLANT NAMED 'IFG FORTY-THREE'
16/501,852	6/19/2019	PP33,069	5/18/2021	GRAPEVINE PLANT NAMED 'IFG FORTY-FOUR'
16/602,693	11/21/2019	PP33,089	5/25/2021	GRAPEVINE PLANT NAMED 'IFG FORTY-FIVE'
16/974,177	11/3/2020	PP33,201	6/29/2021	GRAPEVINE NAMED 'IFG FORTY-SIX'
17/300,420	6/24/2021	PP33,974	3/1/2022	GRAPEVINE PLANT NAMED 'IFG FORTY-SEVEN'
17/812,085	7/12/2022	PP34,816	12/13/2022	GRAPEVINE PLANT NAMED 'IFG FORTY-EIGHT'
17/876,004	7/28/2022	PP35,029	3/14/2023	GRAPEVINE PLANT NAMED 'IFG RAIS-ONE'
14/545,349	4/27/2015	PP27,578	1/24/2017	SWEET CHERRY TREE NAMED 'IFG CHER-ONE'
15/530,573	1/31/2017	PP29,988	12/18/2018	SWEET CHERRY TREE NAMED 'IFG CHER-TWO'
15/530,634	2/13/2017	PP30,011	12/25/2018	SWEET CHERRY TREE NAMED 'IFG CHER-THREE'
15/530,648	2/15/2017	PP30,704	7/16/2019	SWEET CHERRY TREE NAMED 'IFG CHER-FOUR'
15/530,772	2/28/2017	PP30,661	7/9/2019	SWEET CHERRY TREE NAMED 'IFG CHER-FIVE'
15/530,901	3/21/2017	PP29,932	12/4/2018	SWEET CHERRY TREE NAMED 'IFG CHER-SIX'
15/731,300	5/22/2017	PP30,261	3/5/2019	SWEET CHERRY TREE NAMED 'IFG CHER-SEVEN'
16/602,626	11/14/2019	PP32,188	9/15/2020	SWEET CHERRY TREE NAMED 'IFG CHER-NINE'
16/873,384	4/6/2020	PP32,576	12/8/2020	SWEET CHERRY TREE NAMED 'IFG CHER-TEN'

Intellectual Property Assignment

17/102,658	11/24/2020	PP33,783	12/28/2021	SWEET CHERRY TREE NAMED 'IFG CHER-EIGHT'
18/348,709	7/7/2023			Novel Loci in Grapes
PCT/US2023/069785	7/7/2023			Novel Loci in Grapes