

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS	05/30/2023
<b>RECEIVING PARTY DATA</b>	
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<b>State/Country:</b>	ARKANSAS
<b>Postal Code:</b>	72207
<b>Name:</b>	THE TEXAS A&M UNIVERSITY SYSTEM
<b>Street Address:</b>	3369 TAMU
<b>City:</b>	COLLEGE STATION
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77843-3369
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	17106881
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(608)251-9166
<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>	
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<b>Email:</b>	pat-dept@quarles.com
<b>Correspondent Name:</b>	TAMBRYN K. VANHEYNINGEN
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<b>Address Line 2:</b>	QUARLES & BRADY, LLP
<b>Address Line 4:</b>	MADISON, WISCONSIN 53703
<b>ATTORNEY DOCKET NUMBER:</b>	169946.00564
<b>NAME OF SUBMITTER:</b>	TAMBRYN K. VANHEYNINGEN
<b>SIGNATURE:</b>	/TAMBRYN K. VANHEYNINGEN/
<b>DATE SIGNED:</b>	08/29/2023

**Total Attachments: 6**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (“Assignment”) is by THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS (hereinafter referred to as “ARKANSAS”), having its principal place of business at: 2404 North University Avenue, Little Rock, AR 72207, to ARKANSAS and THE TEXAS A&M UNIVERSITY SYSTEM (hereinafter referred to as “TAMUS”), having its principal place of business at: 3369 TAMU, College Station, TX 77843-3369. ARKANSAS and TAMUS are collectively referred to as “Parties” and individually as “Party.”

### RECITALS

WHEREAS, MUTHUKUMAR BAGAVATHIANNAN is an inventor (“Inventor”) of an invention entitled “HERBICIDE-RESISTANT GRAIN SORGHUM” having ARKANSAS Invention Disclosure Number 2020-003 and TAMUS Invention Disclosure Number TAMUS 5269 (hereinafter referred to as “INVENTION”); and

WHEREAS, the Inventor had and has a legal obligation to assign Inventor’s entire right, title and interest in such INVENTION to both ARKANSAS and TAMUS as joint owners of such INVENTION; and

WHEREAS, the Inventor, by an inadvertent mistake, assigned his entire right, title and interest in the following (collectively “Inventor’s Rights”):

- (1) in and to an invention entitled “HERBICIDE-RESISTANT GRAIN SORGHUM” for which United States Patent Application No. 17/106,881 was filed November 30, 2020 (Atty. File No. 169946.00564), which application claims the benefit

of priority of U.S. Provisional Patent Application No. 62/943,633 filed December 4, 2019 (hereinafter the "United States Patent Applications");

(2) in and to said United States Patent Applications, in and to all other patent applications derived from or relating to said United States Patent Applications (including divisional, continuation, continuation-in-part, §111(b) provisional, §111(a), and reissue applications) based upon said INVENTION, and in and to the patent or patents to be granted thereon, including reissues or reexaminations thereof, if any, to the full end of the term or terms for which said patent or patents may be granted;

(3) in and to all patent applications on said INVENTION now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on said applications to the full end of the terms for which said patents may be granted; and

(4) in and to all applications filed under International Conventions on the INVENTION or claiming priority to the United States Patent Applications

to only ARKANSAS on January 13, 2021, which was recorded at the United States Patent and Trademark Office on January 29, 2021, at Reel No. 055074, Frame No. 0311 ("First Assignment") instead of to both ARKANSAS and TAMUS as joint owners; and

WHEREAS, ARKANSAS and TAMUS desire to correct Inventor's inadvertent mistake by assigning to both ARKANSAS and TAMUS, which ARKANSAS and TAMUS are willing to accept, joint ownership of the Inventor's Rights to make TAMUS and ARKANSAS joint owners of such Inventor's Rights as of the First Assignment.

## ASSIGNMENT

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ARKANSAS and TAMUS hereby agree as follows:

1. *Assignment.* ARKANSAS does hereby assign and transfer unto ARKANSAS and TAMUS, their successors, assigns and legal representatives, joint ownership of the entire right, title and interest in and to the Inventor's Rights as of the First Assignment, including all rights of priority, in any and all works created, authored, made, conceived, invented, developed, discovered or reduced to practice by said Inventor in said Inventor's Rights that had been assigned by Inventor to ARKANSAS ("Assigned Intellectual Property").

2. *Authorize and Request.* The Assigned Intellectual Property includes, now or in the future, patents or patent applications, and ARKANSAS authorizes and requests the issuing authority to issue any and all United States and foreign patents granted on such Assigned Intellectual Property to both ARKANSAS and TAMUS, and their successors and assigns. *Binding.* This Assignment is binding on ARKANSAS's and TAMUS's heirs, assigns, representatives, and successors.

3. *State Agency.* TAMUS is an agency of the State of Texas and nothing in this Assignment waives or relinquishes TAMUS's right to claim any exemptions, privileges, and immunities as may be provided by the laws or the constitution of the State of Texas. Nothing in this Agreement is to be deemed or construed as a waiver of any immunities to suit legally available to the TAMUS, its trustees, officers, agents, or employees.

4. *State Instrumentality.* ARKANSAS is an instrumentality of the State of Arkansas and nothing in this Assignment waives or relinquishes ARKANSAS's right to claim any exemptions, privileges, and immunities as may be provided by the laws or the constitution of the State of Arkansas. Nothing in this Agreement is to be deemed or construed as a waiver of any immunities to suit legally available to ARKANSAS, its trustees, officers agents, or employees.

5. *Severability.* If any provision of this Assignment is invalid or unenforceable, the remaining provisions will continue in full force and effect. The parties must promptly replace any invalid or unenforceable provision with a valid and enforceable provision that has substantially the same legal and economic effect as the invalid or unenforceable provision.

6. *Headings.* Headings are solely for convenience of reference and are not part of, and may not be used to construe, this Assignment.

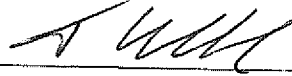
The Parties further agree that any patent applications with a claim to priority based on said United States Patent Application or said United States Provisional Patent Application may be filed in the names of both ARKANSAS and TAMUS.

*[signature pages follow]*



TAMUS - THE TEXAS A&M UNIVERSITY SYSTEM

IN WITNESS WHEREOF, I have executed this Assignment on behalf of The Texas A&M University System and hereunto set my hand and seal this 22 day of June, 2023



Signature

Joe Elabd, Ph.D.

Vice Chancellor for Research  
The Texas A&M University System

STATE OF TEXAS

§  
§  
§

COUNTY OF BRAZOS

On this 22 day of June, 2023 before me personally came Joe Elabd, to me known to be the individual described herein and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public,  
State of Texas

My Commission Expires: 10-26-2023

