

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI785179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CORRECTION BY DECLARATION ERRONEOUSLY FILED AGAINST REEL 058285/FRAME 0624.		
CONVEYING PARTY DATA			
Name			Execution Date
PERFORMANCE PLANTS INC.			09/10/2024
RECEIVING PARTY DATA			
Company Name:	PERFORMANCE PLANTS INC.		
Street Address:	1287 GARDINERS ROAD, UNIT 2		
City:	KINGSTON		
State/Country:	CANADA		
Postal Code:	K7P 3J6		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	17542093		
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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>			
Phone:	2124796563		
Email:	zippatentdocketingmailboxus@cooley.com,lbonilla@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	Attn: IP Patent Docketing Department		
Address Line 2:	1299 Pennsylvania Ave, NW, Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	PREP-017D02US 322117-2214		
NAME OF SUBMITTER:	Lucille Bonilla		
SIGNATURE:	/Lucille Bonilla/		
DATE SIGNED:	01/29/2025		
Total Attachments: 82			
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Affidavit to Correct Typographical Errors in Recorded Assignments

Performance Plants Inc., a corporation duly organized under and pursuant to the laws of Ontario, Canada, and having its principal place of business at 1287 Gardiners Road, Unit 2, Kingston Ontario K7P 3J6, Canada (herein referred to as “Assignee”) acquired the entire right, title and interest in the following applications (herein referred to as “Applications”):

Serial No.	Filing Date	Title	Inventors	Original Assignment Reel/Frame	Exhibit No.
15/418,412	01/27/2017	PLANTS HAVING INCREASED TOLERANCE TO HEAT STRESS	Jiangxin Wan; Yafan Huang; Monika M. Kuzma	041476/0629	Exhibit A
17/411,250	08/25/2021	PLANTS HAVING INCREASED TOLERANCE TO HEAT STRESS	Jiangxin Wan; Yafan Huang; Monika M. Kuzma	057310/0619	Exhibit B
12/237,282	09/24/2008	PLANTS HAVING INCREASED BIOMASS	Jiangxin Wan; Yafan Huang; Zhiyong Zhang	022032/0585	Exhibit C
12/483,660	06/12/2009	METHODS AND MEANS OF INCREASING THE WATER USE EFFICIENCY OF PLANTS	Jiangxin Wan; Yafan Huang; Shujun Yang; Monika Kuzma	023225/0588	Exhibit D
15/266,276	09/15/2016	METHODS AND MEANS OF INCREASING THE WATER USE EFFICIENCY OF PLANTS	Jiangxin Wan; Yafan Huang; Shujun Yang; Monika Kuzma	041473/0209	Exhibit E
16/019,077	06/26/2018	METHODS AND MEANS OF INCREASING THE WATER USE EFFICIENCY OF PLANTS	Jiangxin Wan; Yafan Huang; Shujun Yang; Monika Kuzma	046242/0178	Exhibit F
16/678,306	11/08/2019	METHODS AND MEANS OF INCREASING THE WATER USE	Jiangxin Wan; Yafan Huang; Shujun Yang; Monika Kuzma	050961/0039	Exhibit G

		EFFICIENCY OF PLANTS			
17/385,354	07/26/2021	METHODS AND MEANS OF INCREASING THE WATER USE EFFICIENCY OF PLANTS	Jiangxin Wan; Yafan Huang; Shujun Yang; Monika Kuzma	057138/0294	Exhibit H
18/048,002	10/19/2022	VECTOR COMPRISING SORGHUM TERMINATOR AND METHOD OF USE	Jiangxin Wan; Yafan Huang; Shujun Yang; Monika Maria Kuzma	062441/0886	Exhibit I
17/541,810	12/03/2021	VECTOR COMPRISING SORGHUM PROMOTOR AND METHOD OF USE	Jiangxin Wan; Yafan Huang; Shujun Yang; MonikaKuzma	058285/0624	Exhibit J
17/542,093	12/03/2021	VECTOR COMPRISING SORGHUM TERMINATOR AND METHOD OF USE	Jiangxin Wan; Yafan Huang; Shujun Yang; Monika Kuzma	058285/0624	Exhibit K

The Assignee declares that:

1. Performance Plants Inc. acquired the entire right, title and interest in the Applications from the inventors in the original assignments (“the Original Assignments”) identified above.
2. The Original Assignments from the inventors recorded in the Reel/Frames identified above inadvertently identified the assignee as “Performance Plants, Inc.” rather than “Performance Plants Inc.”. A copy of each Original Assignment is attached herewith according to the above-identified Exhibit Nos. The identification of “Performance Plants Inc.” as “Performance Plants, Inc.” in the Original Assignments was a clerical error made without deceptive intent.
3. As shown in the attached records from the Ontario Ministry of Consumer and Commercial Relations, the company’s name was Performance Plants Inc. (*See Exhibit L*). Specifically, this records shows that the company was registered under the name “Performance Plants


Inc.” from December 21, 1995. No changes to the name have been made. The Original Assignments were executed by the inventors during this time.

4. One or more of the above-listed inventors are no longer employed by the Assignee and are unavailable to correct the Original Assignments or execute a new Confirmatory Assignment with the correct name of “Performance Plants Inc.”.

The Assignee hereby requests that the U.S. Patent and Trademark Office correct the name of “Performance Plants, Inc.” to “Performance Plants Inc.” in connection with each of the above-identified Original Assignments. In compliance with §323.01(b) of the Manual of Patent Examining Procedure (MPEP), this request is accompanied by (1) a copy of the originally recorded Assignment for each Application (Exhibits A-K) and (2) a recordation cover sheet for each Application.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: Sept. 10, 2024

By: 
Performance Plants Inc.
Yafan Huang
Chief Executive Officer

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4304801

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIANGXIN WAN	10/16/2008
YAFAN HUANG	10/16/2008
MONIKA M. KUZMA	10/16/2008
RECEIVING PARTY DATA	
Name:	PERFORMANCE PLANTS, INC.
Street Address:	700 GARDINERS ROAD
City:	KINGSTON, ONTARIO
State/Country:	CANADA
Postal Code:	K7M 3X9
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15418412
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Phone:	2028427800
Email:	cheath@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVE
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	PREP-014/C01US
NAME OF SUBMITTER:	CHUN L. YU
SIGNATURE:	/CHUN L. YU/
DATE SIGNED:	03/06/2017
Total Attachments: 4	
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EXHIBIT A

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E-file**Date of Deposit: October 17, 2008****Attorney Docket No. 22542-014001US****ASSIGNMENT**

We, **Jiangxin Wan, Yafan Huang, and Monika M. Kuzma**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **Performance Plants, Inc.**, 700 Gardiners Road, Kingston, Ontario K7M 3X9, Canada, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

PLANTS HAVING INCREASED TOLERANCE TO HEAT STRESS

filed with the U.S. Patent and Trademark Office on **April 18, 2008** and assigned Application No. 12/148,548, including any subsequently filed utility applications, which claim priority to Application No. 12/148,548, and including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.


We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

EXHIBIT A

First Inventor : Jiangxin Wan
Application No. : 12/148,548
Filed : April 18, 2008
Page 2 of 4


We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: OCT. 16, 2008


Signature of: Jiangxin Wan

IN WITNESS WHEREOF, I, KELVIN COLE, hereby declare
(Printed Name of Witness)


that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: OCT. 16, 2008

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: OCT. 16, 2008

EXHIBIT A

First Inventor : Jiangxin Wan
Application No. : 12/148,548
Filed : April 18, 2008
Page 3 of 4

Date: Oct. 16, 2008



Signature of: **Yafan Huang**

IN WITNESS WHEREOF, I, KEVIN COLE, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.



(Signature of Witness)

Date: Oct. 16, 2008

IN WITNESS WHEREOF, I, LOUISE THURNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.



(Signature of Witness)

Date: Oct. 16, 2008

EXHIBIT A

First Inventor : Jiangxin Wan
Application No. : 12/148,548
Filed : April 18, 2008
Page 4 of 4

Date: Oct. 16, 2008



Signature of: **Monika M. Kuzma**

IN WITNESS WHEREOF, I, KELVIN COLE, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.



(Signature of Witness)

Date: OCT. 16, 2008

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.



(Signature of Witness)

Date: OCT 16, 2008

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6887866

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIANGXIN WAN	10/16/2008
YAFAN HUANG	10/16/2008
MONIKA M. KUZMA	10/16/2008
RECEIVING PARTY DATA	
Name:	PERFORMANCE PLANTS, INC.
Street Address:	1287 GARDINERS ROAD
City:	KINGSTON, ON
State/Country:	CANADA
Postal Code:	K7P 3J6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17411250
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Phone:	6179372300
Email:	cperry@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE NW, SUITE 700
Address Line 2:	ATTN: IP DOCKETING DEPARTMENT
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	PREP014C02US 322117-2212
NAME OF SUBMITTER:	CHUN L. YU
SIGNATURE:	/Chun L. Yu/
DATE SIGNED:	08/27/2021
Total Attachments: 4	
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EXHIBIT B

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ASSIGNMENT

We, **Jiangxin Wan, Yafan Huang, and Monika M. Kuzma**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **Performance Plants, Inc.**, 700 Gardiners Road, Kingston, Ontario K7M 3X9, Canada, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

PLANTS HAVING INCREASED TOLERANCE TO HEAT STRESS

filed with the U.S. Patent and Trademark Office on **April 18, 2008** and assigned Application No. 12/148,548, including any subsequently filed utility applications, which claim priority to Application No. 12/148,548, and including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

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First Inventor : Jiangxin Wan
Application No. : 12/148,548
Filed : April 18, 2008
Page 2 of 4

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: Oct. 16, 2008


Signature of: Jiangxin Wan

IN WITNESS WHEREOF, I, KEVIN COLE, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: Oct. 16, 2008

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: Oct. 16, 2008

EXHIBIT B

First Inventor : Jiangxin Wan
Application No. : 12/148,548
Filed : April 18, 2008
Page 3 of 4

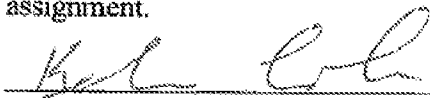
Date: Oct. 16, 2008



Signature of: Yafan Huang

IN WITNESS WHEREOF, I, KEVIN COLE, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

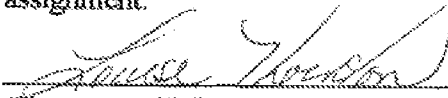


(Signature of Witness)

Date: Oct. 16, 2008

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.



(Signature of Witness)

Date: Oct. 16, 2008

EXHIBIT B

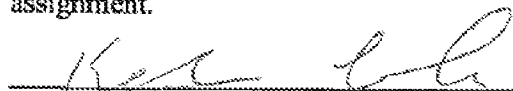
First Inventor : Jiangxin Wan
Application No. : 12/148,548
Filed : April 18, 2008
Page 4 of 4

Date: Oct. 16, 2008


Signature of: Monika M. Kuzma

IN WITNESS WHEREOF, I, KELVIN COLE, hereby declare
(Printed Name of Witness)

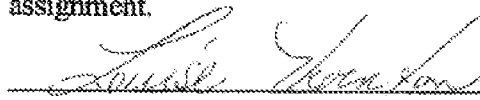
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(Signature of Witness)

Date: OCT. 16, 2008

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(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: OCT 16, 2008

4336320v.1

EXHIBIT C

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Jiangxin Wan</td><td>11/20/2008</td></tr><tr><td>Yafan Huang</td><td>11/20/2008</td></tr><tr><td>Zhiyong Zhang</td><td>11/20/2008</td></tr></tbody></table>		Name	Execution Date	Jiangxin Wan	11/20/2008	Yafan Huang	11/20/2008	Zhiyong Zhang	11/20/2008
Name	Execution Date								
Jiangxin Wan	11/20/2008								
Yafan Huang	11/20/2008								
Zhiyong Zhang	11/20/2008								
RECEIVING PARTY DATA									
Name:	Performance Plants, Inc.								
Street Address:	700 Gardiners Road								
City:	Kingston, Ontario								
State/Country:	CANADA								
Postal Code:	K7M 3X9								
PROPERTY NUMBERS Total: 1									
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Property Type	Number								
Application Number:	12237282								
CORRESPONDENCE DATA									
Fax Number: (617)542-2241 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone: 617-542-6000									
Email: lhorwitz@mintz.com									
Correspondent Name: Lillian Horwitz									
Address Line 1: One Financial Center									
Address Line 2: Mintz Levin									
Address Line 4: Boston, MASSACHUSETTS 02111									
ATTORNEY DOCKET NUMBER:	22542-015001US								
NAME OF SUBMITTER:	Lillian Horwitz								
Total Attachments: 2 source=PP015Assig#page1.tif									

OP \$40.00 12237282

500741294

PATENT
REEL: 070180 FRAME: 0578;

EXHIBIT C

source=PP015Assig#page2.tif

Date of Deposit: December 29, 2008**ASSIGNMENT**

We, **Jiangxin Wan, Yafan Huang and Zhiyong Zhang**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **Performance Plants, Inc., 700 Gardiners Road, Kingston, Ontario. K7M 3X9 CANADA**, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

PLANTS HAVING INCREASED BIOMASS

filed with the U.S. Patent and Trademark Office on September 24, 2008 and assigned Serial No. 12/237,282, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

USSN: 12/237282

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

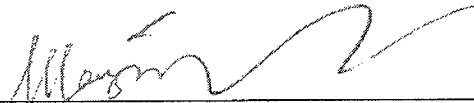

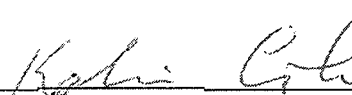



Date: Nov. 20, 2008
Signature of: **Jiangxin Wan**
Witness
WitnessDate: Nov. 20, 2008
Signature of: **Yafan Huang**
Witness
WitnessDate: Nov 20, 2008
Signature of: **Zhiyong Zhang**
Witness
Witness

EXHIBIT D

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
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Shujun Yang	08/25/2009										
Monika Kuzma	08/25/2009										
RECEIVING PARTY DATA											
Name:	Performance Plants, Inc.										
Street Address:	700 Gardiners Road										
City:	Kingston										
State/Country:	CANADA										
Postal Code:	K7M 3X9										
PROPERTY NUMBERS Total: 1											
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Property Type	Number										
Application Number:	12483660										
CORRESPONDENCE DATA											
Fax Number: (617)542-2241 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 617-542-6000											
Email: vahughes@mintz.com											
Correspondent Name: Lillian Horwitz											
Address Line 1: One Financial Center											
Address Line 2: Mintz Levin											
Address Line 4: Boston, MASSACHUSETTS 02111											
ATTORNEY DOCKET NUMBER:	22542-017001US										
NAME OF SUBMITTER:	Lillian Horwitz										
Total Attachments: 5											

OP \$40.00 12483660

500961149

PATENT
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PATENT
REEL: 070180 FRAME: 0582

EXHIBIT D

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EFS**Date of Deposit:****Attorney Docket No. 22542-017001US****ASSIGNMENT**

We, **Jiangxin Wan, Yafan Huang, Shujun Yang and Monika Kuzma**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **Performance Plants, Inc., a corporation**, with offices at **700 Gardiners Road, Kingston, ON K7M 3X9, Canada**, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

Methods and Means of Increasing the Water Use Efficiency of Plants

filed with the U.S. Patent and Trademark Office on **June 12, 2009** and assigned Application No. **12/483,660**, including any subsequently filed utility applications, which claim priority to renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

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We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

EXHIBIT D

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 2 of 5

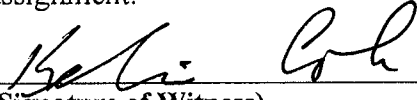
We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: Aug. 25, 2009


Signature of: JIANGXIN WAN

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

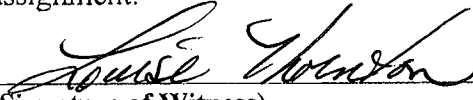
that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: Aug. 25, 2009

EXHIBIT D

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 3 of 5

Date: Aug. 25, 2009



Signature of: YAFAN HUANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Kelvin Cole
(Signature of Witness)

Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Louise Thornton
(Signature of Witness)

Date: Aug. 25, 2009

EXHIBIT D

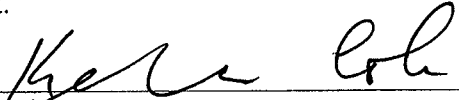
First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 4 of 5

Date: AUG. 25, 2009


Signature of: SHUJUN YANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

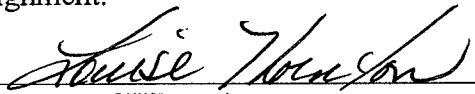
that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

EXHIBIT D

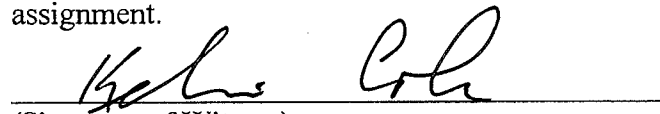
First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 5 of 5

Date: SEPT 1. 2009


Signature of: MONIKA KUZMA

IN WITNESS WHEREOF, I, Helvin Cole, hereby declare
(Printed Name of Witness)

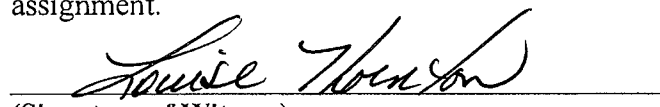
that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: SEPT 1, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: SEPT 1. 2009

4691000v.1

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4303976

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIANGXIN WAN	08/25/2009
YAFAN HUANG	08/25/2009
SHUJUN YANG	08/25/2009
MONIKA KUZMA	09/01/2009
RECEIVING PARTY DATA	
Name:	PERFORMANCE PLANTS, INC.
Street Address:	700 GARDINERS ROAD
City:	KINGSTON, ONTARIO
State/Country:	CANADA
Postal Code:	K7M 3X9
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15266276
CORRESPONDENCE DATA	
Fax Number:	(978)842-7899
<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>	
Phone:	202-842-7800
Email:	cheath@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVE, NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	PREP-017/C01US
NAME OF SUBMITTER:	CHUN L. YU
SIGNATURE:	/CHUN L. YU/
DATE SIGNED:	03/06/2017
Total Attachments: 5	
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PATENT

REEL: 070180 FRAME: 0590

EFS**Date of Deposit: September 14, 2009****Attorney Docket No. 22542-017001US****ASSIGNMENT**

We, **Jiangxin Wan, Yafan Huang, Shujun Yang and Monika Kuzma**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **Performance Plants, Inc., a corporation**, with offices at **700 Gardiners Road, Kingston, ON K7M 3X9, Canada**, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

Methods and Means of Increasing the Water Use Efficiency of Plants

filed with the U.S. Patent and Trademark Office on **June 12, 2009** and assigned Application No. **12/483,660**, including any subsequently filed utility applications, which claim priority to renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

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We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

EXHIBIT E

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 2 of 5

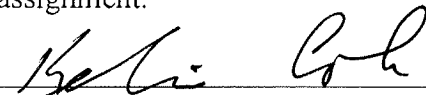
We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: AUG. 25, 2009


Signature of: JIANGXIN WAN

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

EXHIBIT E

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 3 of 5

Date: Aug. 25, 2009



Signature of: YAFAN HUANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Kelvin Cole
(Signature of Witness)

Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Louise Thornton
(Signature of Witness)

Date: Aug. 25, 2009

EXHIBIT E

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 4 of 5


Date: Aug. 25, 2009



Signature of: SHUJUN YANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

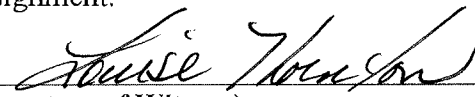
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Date: Aug. 25, 2009

EXHIBIT E

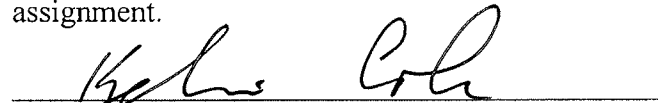
First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 5 of 5

Date: SEPT 1. 2009


Signature of: MONIKA KUZMA

IN WITNESS WHEREOF, I, Helvin Cole, hereby declare
(Printed Name of Witness)


that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: SEPT 1, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
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Date: SEPT 1. 2009

4691000v.1

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5031659

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIANGXIN WAN	08/25/2009
YAFAN HUANG	08/25/2009
SHUJUN YANG	08/25/2009
MONIKA KUZMA	09/01/2009
RECEIVING PARTY DATA	
Name:	PERFORMANCE PLANTS, INC.
Street Address:	700 GARDINERS ROAD
City:	KINGSTON, ONTARIO
State/Country:	CANADA
Postal Code:	K7M 3X9
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16019077
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Phone:	202-842-7800
Email:	cheath@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVE., NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	PREP-017/C02US
NAME OF SUBMITTER:	CHUN L. YU
SIGNATURE:	/Chun L. Yu/
DATE SIGNED:	06/29/2018
Total Attachments: 5	
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EXHIBIT F

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PATENT

REEL: 070180 FRAME: 0597

EFS**Date of Deposit: September 14, 2009****Attorney Docket No. 22542-017001US****ASSIGNMENT**

We, **Jiangxin Wan, Yafan Huang, Shujun Yang and Monika Kuzma**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **Performance Plants, Inc., a corporation**, with offices at **700 Gardiners Road, Kingston, ON K7M 3X9, Canada**, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

Methods and Means of Increasing the Water Use Efficiency of Plants

filed with the U.S. Patent and Trademark Office on **June 12, 2009** and assigned Application No. **12/483,660**, including any subsequently filed utility applications, which claim priority to renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

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We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

EXHIBIT F

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 2 of 5

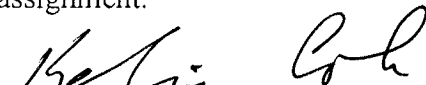
We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: AUG. 25, 2009


Signature of: JIANGXIN WAN

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

EXHIBIT F

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 3 of 5

Date: Aug. 25, 2009



Signature of: YAFAN HUANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Kelvin Cole
(Signature of Witness)

Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Louise Thornton
(Signature of Witness)

Date: Aug. 25, 2009

EXHIBIT F

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 4 of 5


Date: Aug. 25, 2009



Signature of: SHUJUN YANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

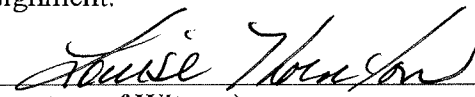
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(Signature of Witness)

Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: Aug. 25, 2009

EXHIBIT F

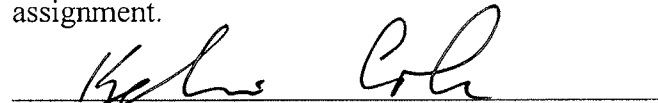
First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 5 of 5

Date: SEPT 1. 2009


Signature of: MONIKA KUZMA

IN WITNESS WHEREOF, I, Helvin Cole, hereby declare
(Printed Name of Witness)


that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: SEPT 1, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: SEPT 1. 2009

4691000v.1

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 11, 2019

PTAS

COOLEY LLP
1299 PENNSYLVANIA AVENUE NW, SUITE 700
ATTN: IP DOCKETING DEPARTMENT
WASHINGTON, DC 20004

505765142

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/08/2019

REEL/FRAME: 050961/0039

NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: PREP-017C03US 322117-2208

ASSIGNOR:

WAN, JIANGXIN

DOC DATE: 08/25/2009

ASSIGNOR:

HUANG, YAFAN

DOC DATE: 08/25/2009

ASSIGNOR:

YANG, SHUJUN

DOC DATE: 08/25/2009

ASSIGNOR:

KUZMA, MONIKA

DOC DATE: 09/01/2009

ASSIGNEE:

PERFORMANCE PLANTS, INC.
1287 GARDINERS ROAD, UNIT 2
KINGSTON, CANADA K7P 3J6

APPLICATION NUMBER: 16678306

FILING DATE:

PATENT NUMBER:

ISSUE DATE:

TITLE: METHODS AND MEANS OF INCREASING THE WATER USE EFFICIENCY OF
PLANTS

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5811958

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIANGXIN WAN	08/25/2009
YAFAN HUANG	08/25/2009
SHUJUN YANG	08/25/2009
MONIKA KUZMA	09/01/2009
RECEIVING PARTY DATA	
Name:	PERFORMANCE PLANTS, INC.
Street Address:	1287 GARDINERS ROAD, UNIT 2
City:	KINGSTON
State/Country:	CANADA
Postal Code:	K7P 3J6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16678306
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Phone:	617-937-2300
Email:	cperry@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE NW, SUITE 700
Address Line 2:	ATTN: IP DOCKETING DEPARTMENT
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	PREP-017C03US 322117-2208
NAME OF SUBMITTER:	CHUN L. YU
SIGNATURE:	/Chun L. Yu/
DATE SIGNED:	11/08/2019
Total Attachments: 5	
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EFS**Date of Deposit: September 14, 2009****Attorney Docket No. 22542-017001US****ASSIGNMENT**

We, **Jiangxin Wan, Yafan Huang, Shujun Yang and Monika Kuzma**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **Performance Plants, Inc., a corporation**, with offices at **700 Gardiners Road, Kingston, ON K7M 3X9, Canada**, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

Methods and Means of Increasing the Water Use Efficiency of Plants

filed with the U.S. Patent and Trademark Office on **June 12, 2009** and assigned Application No. **12/483,660**, including any subsequently filed utility applications, which claim priority to renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

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EXHIBIT G

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 2 of 5

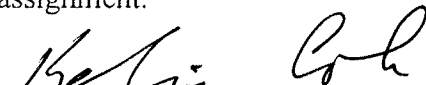
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Date: AUG. 25, 2009


Signature of: JIANGXIN WAN

IN WITNESS WHEREOF, I, Kevin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

EXHIBIT G

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 3 of 5

Date: Aug. 25, 2009



Signature of: YAFAN HUANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Kelvin Cole
(Signature of Witness)

Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Louise Thornton
(Signature of Witness)

Date: Aug. 25, 2009

EXHIBIT G

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 4 of 5

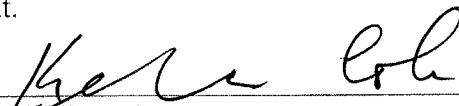
Date: Aug. 25, 2009



Signature of: SHUJUN YANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

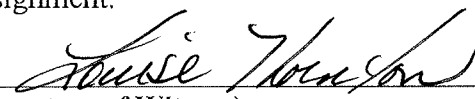
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Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
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EXHIBIT G

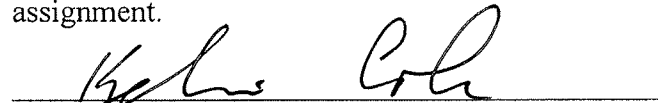
First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 5 of 5

Date: SEPT 1. 2009


Signature of: MONIKA KUZMA

IN WITNESS WHEREOF, I, Helvin Cole, hereby declare
(Printed Name of Witness)


that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: SEPT 1, 2009

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(Signature of Witness)

Date: SEPT 1. 2009

4691000v.1

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6857917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIANGXIN WAN	08/25/2009
YAFAN HUANG	08/25/2009
SHUJUN YANG	08/25/2009
MONIKA KUZMA	09/01/2009
RECEIVING PARTY DATA	
Name:	PERFORMANCE PLANTS, INC.
Street Address:	1287 GARDINERS ROAD, UNIT 2
City:	KINGSTON, ON
State/Country:	CANADA
Postal Code:	K7P 3J6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17385354
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Phone:	6179372300
Email:	cperry@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE NW, SUITE 700
Address Line 2:	ATTN: IP DOCKETING DEPARTMENT
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	PREP-017C04US 322117-2211
NAME OF SUBMITTER:	CHUN L. YU
SIGNATURE:	/Chun L. Yu/
DATE SIGNED:	08/10/2021
Total Attachments: 5	
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EXHIBIT H

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PATENT

REEL: 070180 FRAME: 0612

ASSIGNMENT

We, **Jiangxin Wan, Yafan Huang, Shujun Yang and Monika Kuzma**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **Performance Plants, Inc., a corporation**, with offices at **700 Gardiners Road, Kingston, ON K7M 3X9, Canada**, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

Methods and Means of Increasing the Water Use Efficiency of Plants

filed with the U.S. Patent and Trademark Office on **June 12, 2009** and assigned Application No. **12/483,660**, including any subsequently filed utility applications, which claim priority to renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

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EXHIBIT H

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 2 of 5

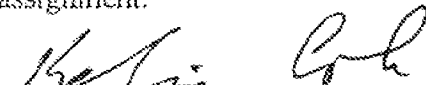
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Date: Aug. 25, 2009


Signature of: JIANGXIN WAN

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)


that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: Aug. 25, 2009

EXHIBIT H

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 3 of 5

Date: Aug. 25, 2009



Signature of: YAFAN HUANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Kelvin Cole
(Signature of Witness)

Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


Louise Thornton
(Signature of Witness)

Date: Aug. 25, 2009

EXHIBIT H

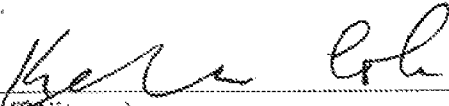
First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 4 of 5

Date: Aug. 25, 2009


Signature of: SHUJUN YANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

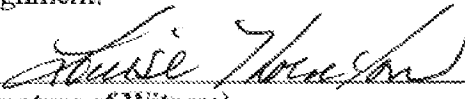
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(Signature of Witness)

Date: Aug. 25, 2009

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EXHIBIT H

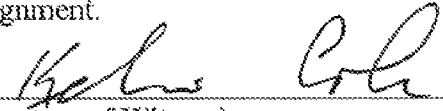
First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 5 of 5

Date: SEPT 1, 2009


Signature of: MONIKA KUZMA

IN WITNESS WHEREOF, I, Helvin Cole, hereby declare
(Printed Name of Witness)

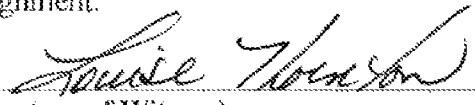
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4691000v.1

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7753571

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIANGXIN WAN	08/25/2009
YAFAN HUANG	08/25/2009
SHUJUN YANG	08/25/2009
MONIKA KUZMA	09/01/2009
RECEIVING PARTY DATA	
Name:	PERFORMANCE PLANTS, INC.
Street Address:	1287 GARDINERS ROAD, UNIT 2
City:	KINGSTON, ON
State/Country:	CANADA
Postal Code:	K7P 3J6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18048002
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Phone:	6179372300
Email:	cperry@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE NW, SUITE 700
Address Line 2:	ATTN: IP DOCKETING DEPARTMENT
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	PREP-017C05US 322117-2215
NAME OF SUBMITTER:	CYNTHIA A. KOZAKIEWICZ
SIGNATURE:	/Cynthia Kozakiewicz/
DATE SIGNED:	01/20/2023
Total Attachments: 5	
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EXHIBIT I

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PATENT

REEL: 070180 FRAME: 0619

EFS

Date of Deposit: **September 14, 2009**

Attorney Docket No. 22542-017001US

ASSIGNMENT

We, **Jiangxin Wan, Yafan Huang, Shujun Yang and Monika Kuzma**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **Performance Plants, Inc., a corporation**, with offices at **700 Gardiners Road, Kingston, ON K7M 3X9, Canada**, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

Methods and Means of Increasing the Water Use Efficiency of Plants

filed with the U.S. Patent and Trademark Office on **June 12, 2009** and assigned Application No. **12/483,660**, including any subsequently filed utility applications, which claim priority to renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

EXHIBIT I

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 2 of 5

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: AUG. 25, 2009


Signature of: JIANGXIN WAN

IN WITNESS WHEREOF, I, Kevin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

EXHIBIT I

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 3 of 5

Date: Aug. 25, 2009



Signature of: YAFAN HUANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Kelvin Cole
(Signature of Witness)

Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Louise Thornton
(Signature of Witness)

Date: Aug. 25, 2009

EXHIBIT I

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 4 of 5

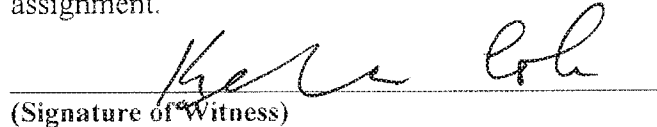
Date: Aug. 25, 2009



Signature of: SHUJUN YANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

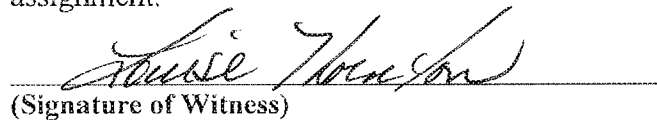
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Date: Aug. 25, 2009

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Date: Aug. 25, 2009

EXHIBIT I

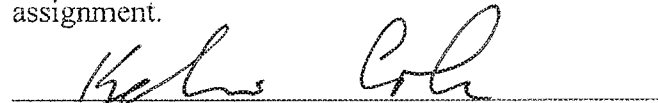
First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 5 of 5

Date: SEPT 1, 2009


Signature of: MONIKA KUZMA

IN WITNESS WHEREOF, I, Helvin Cole, hereby declare
(Printed Name of Witness)

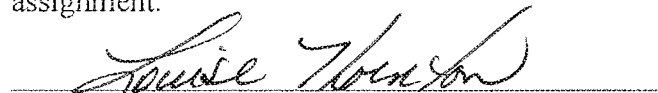
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Date: SEPT 1, 2009

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(Signature of Witness)

Date: SEPT 1, 2009

4691000v.1

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7055806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIANGXIN WAN	08/25/2009
YAFAN HUANG	08/25/2009
SHUJUN YANG	08/25/2009
MONIKA KUZMA	09/01/2009
RECEIVING PARTY DATA	
Name:	PERFORMANCE PLANTS, INC.
Street Address:	1287 GARDINERS ROAD, UNIT 2
City:	KINGSTON, ON
State/Country:	CANADA
Postal Code:	K7P 3J6
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17541810
Application Number:	17542093
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Phone:	6179372300
Email:	cperry@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE NW, SUITE 700
Address Line 2:	ATTN: IP DOCKETING DEPARTMENT
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	PREP-017D01_02US
NAME OF SUBMITTER:	CHUN L. YU
SIGNATURE:	/Chun L. Yu/
DATE SIGNED:	12/03/2021
Total Attachments: 5	

EXHIBIT J

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PATENT

REEL: 070180 FRAME: 0626

EFS

Date of Deposit: **September 14, 2009**

Attorney Docket No. 22542-017001US

ASSIGNMENT

We, **Jiangxin Wan, Yafan Huang, Shujun Yang and Monika Kuzma**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **Performance Plants, Inc., a corporation**, with offices at **700 Gardiners Road, Kingston, ON K7M 3X9, Canada**, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

Methods and Means of Increasing the Water Use Efficiency of Plants

filed with the U.S. Patent and Trademark Office on **June 12, 2009** and assigned Application No. **12/483,660**, including any subsequently filed utility applications, which claim priority to renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

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EXHIBIT J

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 2 of 5

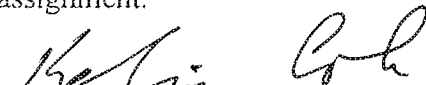
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Date: AUG. 25, 2009


Signature of: JIANGXIN WAN

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

EXHIBIT J

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 3 of 5

Date: Aug. 25, 2009



Signature of: YAFAN HUANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Kelvin Cole
(Signature of Witness)

Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

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Louise Thornton
(Signature of Witness)

Date: Aug. 25, 2009

EXHIBIT J

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 4 of 5

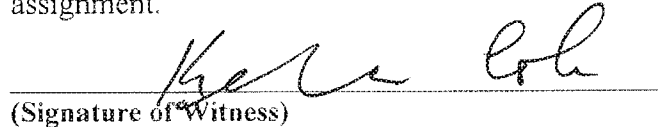
Date: Aug. 25, 2009



Signature of: SHUJUN YANG

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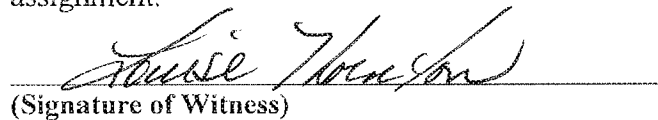
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Date: Aug. 25, 2009

EXHIBIT J

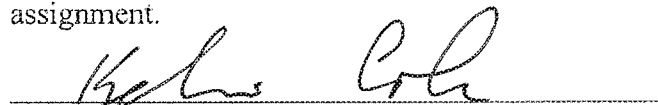
First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 5 of 5

Date: SEPT 1, 2009


Signature of: MONIKA KUZMA

IN WITNESS WHEREOF, I, Helvin Cole, hereby declare
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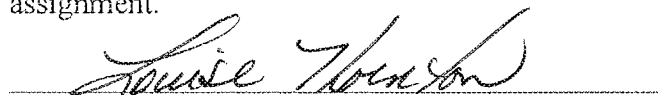
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Date: SEPT 1, 2009

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(Signature of Witness)

Date: SEPT 1, 2009

4691000v.1

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7055806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIANGXIN WAN	08/25/2009
YAFAN HUANG	08/25/2009
SHUJUN YANG	08/25/2009
MONIKA KUZMA	09/01/2009
RECEIVING PARTY DATA	
Name:	PERFORMANCE PLANTS, INC.
Street Address:	1287 GARDINERS ROAD, UNIT 2
City:	KINGSTON, ON
State/Country:	CANADA
Postal Code:	K7P 3J6
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17541810
Application Number:	17542093
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Phone:	6179372300
Email:	cperry@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE NW, SUITE 700
Address Line 2:	ATTN: IP DOCKETING DEPARTMENT
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	PREP-017D01_02US
NAME OF SUBMITTER:	CHUN L. YU
SIGNATURE:	/Chun L. Yu/
DATE SIGNED:	12/03/2021
Total Attachments: 5	

EXHIBIT K

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PATENT

REEL: 070180 FRAME: 0633

EFS

Date of Deposit: **September 14, 2009**

Attorney Docket No. 22542-017001US

ASSIGNMENT

We, **Jiangxin Wan, Yafan Huang, Shujun Yang and Monika Kuzma**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to **Performance Plants, Inc., a corporation**, with offices at **700 Gardiners Road, Kingston, ON K7M 3X9, Canada**, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

Methods and Means of Increasing the Water Use Efficiency of Plants

filed with the U.S. Patent and Trademark Office on **June 12, 2009** and assigned Application No. **12/483,660**, including any subsequently filed utility applications, which claim priority to renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

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EXHIBIT K

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 2 of 5

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: AUG. 25, 2009


Signature of: JIANGXIN WAN

IN WITNESS WHEREOF, I, Kevin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: AUG. 25, 2009

EXHIBIT K

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 3 of 5

Date: Aug. 25, 2009



Signature of: YAFAN HUANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Kelvin Cole
(Signature of Witness)

Date: Aug. 25, 2009

IN WITNESS WHEREOF, I, LOUISE THORNTON, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Louise Thornton
(Signature of Witness)

Date: Aug. 25, 2009

EXHIBIT K

First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 4 of 5

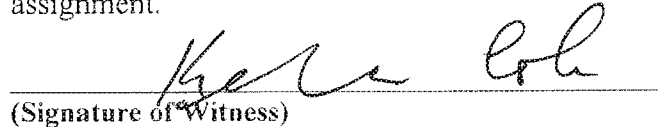
Date: Aug. 25, 2009



Signature of: SHUJUN YANG

IN WITNESS WHEREOF, I, Kelvin Cole, hereby declare
(Printed Name of Witness)

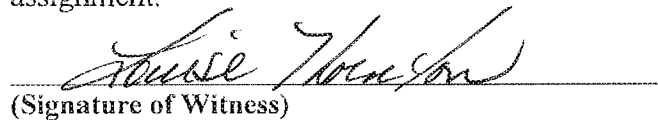
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Date: Aug. 25, 2009

EXHIBIT K

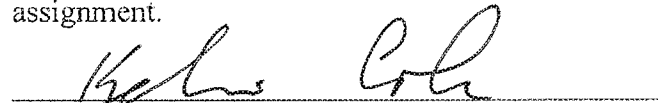
First Inventor : Wan et al.
Application No. : 12/483,660
Filed : June 12, 2009
Page 5 of 5

Date: SEPT 1, 2009


Signature of: MONIKA KUZMA

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(Printed Name of Witness)

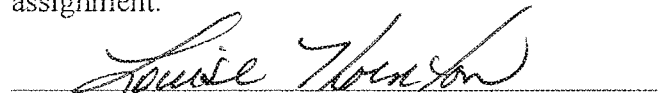
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(Signature of Witness)

Date: SEPT 1, 2009

4691000v.1

Form 1
Business
Corporations
Act

Formule 1
Loi sur les
sociétés par
actions

5. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.

Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société :

None.

6. The classes and any maximum number of shares that the corporation is authorized to issue.

Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

The Corporation is authorized to issue an unlimited number of Common Shares and an unlimited number of Special Shares, issuable in series.

Document prepared by
Mr. Kennedy, Frederick,
Allan & Tobias
Barristers & Solicitors
Kingston, Ontario

Stylus corporation
TORONTO • CANADA
SoftDocs® 3.11

CBR-88 8/1993

PATENT
REEL: 070180 FRAME: 0640

Form 1
Business
Corporations
Act

Formule 1
Loi sur les
sociétés par
actions

7. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

Special Shares

I. Subject to the provisions of the Business Corporations Act, 1990, as amended from time to time (the "Act"), the rights, privileges, restrictions and conditions attaching to the Special Shares as a class are as follows:

- (a) Special Shares may from time to time be issued in one or more series. The directors of the Corporation are authorized to fix, before the issue thereof, the number of shares in each series and to determine, subject to the provisions of subparagraphs I.(b) and I.(c) below, before the issue thereof, the designation, rights, privileges, restrictions and conditions attaching to the Special Shares of each series, including, without limiting the generality of the foregoing, the following rights, privileges, restrictions and conditions:
 - (i) the rate and nature of dividends (if any) including, without limitation, whether the same are cumulative or non-cumulative;
 - (ii) the date or dates of payment of any dividends;
 - (iii) whether the particular series of Special Shares are to be redeemable and/or retractable and the redemption and/or retraction price and conditions of redemption and/or retraction (if redeemable and/or retractable);
 - (iv) the voting rights (if any);
 - (v) the conversion rights (if any);
 - (vi) the preference or priorities over other classes or series of shares in the capital of the Corporation upon the dissolution, liquidation or winding-up of the Corporation or other distribution of its assets or property among its shareholders for the purpose of winding-up its affairs; and
 - (vii) any other preference or priorities over any other class or series of shares in the capital of the Corporation.
- (b) The Special Shares, and each series thereof, will have priority and preference over the Common Shares in respect of rights to receive any dividends declared by the Corporation and in respect of rights to receive the remaining property of the Corporation on its dissolution, liquidation, winding-up or other distribution of its assets or property among its shareholders for the purpose of winding-up its affairs.
- (c) Except as provided in subparagraph I.(b) above, the rights, privileges, restrictions and conditions set forth in subparagraph I.(a) above are subject to the rights, privileges, restrictions and conditions attaching to any other class or series of shares in the capital of the Corporation now or hereafter created or designated and expressed to have priority or preference over the Special Shares.

Common Shares

II. Subject to the requirements of the Act, the rights, privileges, restrictions and conditions attaching to Common Shares of the Corporation are as follows:

- (a) Subject to the rights of any other class or series of shares ranking in priority to the Common Shares in respect of dividends, the holders of Common Shares shall be

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7. *Continued*

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entitled to receive dividends in such amounts and on such date or dates as may from time to time be determined by the board of directors of the Corporation.

- (b) In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, subject to the prior rights of the holders of the Special Shares of the Corporation, and the rights of holders of any other class or series of shares ranking in priority to the Common Shares, the holders of the Common Shares shall be entitled to receive the remaining assets of the Corporation.
- (c) The holders of Common Shares shall be entitled to receive notice of and to attend any meeting of the shareholders of the Corporation and shall be entitled to one vote in respect of each Common Share held at such meetings, except a meeting of holders of a particular class of shares other than the Common Shares who are entitled to vote separately as a class at such meeting.

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or ownership of shares is / ~~is not~~
restrictions (if any) are as follows:

L'émission, le transfert ou la propriété d'actions est / n'est pas
restreinte. Les restrictions, s'il y a lieu, sont les suivantes :

s, s'il y a lieu :

ares of the Corporation shall be restricted in that no shareholder shall be
any share or shares without either:

l of the directors of the Corporation expressed by a resolution passed at a
the board of directors or by an instrument or instruments in writing signed
ity of the directors; or

l of the holders of at least a majority of the shares of the Corporation
e holders thereof to vote in all circumstances for the time being outstanding
y a resolution passed at a meeting of the holders of such shares or by an
or instruments in writing signed by the holders of a majority of such shares.

1, exclusive of persons who are in
ive of persons, who having been
1, were, while in the employment
t employment to be, shareholders
fifty, two or more persons who
res being counted as one

urities of the Corporation is

which the Corporation may by
thout authorization of the
out limitation, for the purpose of
ich it is by law entitled to issue,
roperty, moveable or

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actions

10. The names and addresses of the incorporators are:

Nom et adresse des fondateurs :

First name, initials and surname or corporate name

Prénom, initiales et nom de famille ou dénomination sociale

Full residence address or address of registered office or of
principal place of business giving Street & No. or R.R. No.,
Municipality and Postal Code

Adresse personnelle au complet, adresse du siège social
ou adresse de l'établissement principal, y compris la rue et
le numéro ou le numéro de la R.R., le nom de la municipalité
et le code postal

John P. Molloy

740 Sussex Boulevard
Kingston, Ontario
K7M 5B1

These articles are signed in duplicate.

Les présents statuts sont signés en double exemplaire.

(Signatures of Incorporators)
(Signature des fondateurs)


JOHN P. MOLLOY

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Mr. Kennedy, Frederick,
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Kingston, Ontario

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