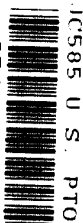


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I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231, on 4/27/98  
By Carl J. Schwedler (Date of Deposit)

06-01-1998

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To the Honorable Commissioner of  
thereof:

1. Name of conveying party(ies):  
WU, Gusui HOLSTEN, Thomas E

2. Name and address of receiving party(ies):

Name: CALGENE LLC

Address: 1920 Fifth Street

Davis, CA 95616

Additional name(s) of conveying  
party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached  
☐ Yes ☒ No

3. Nature of conveyance

☒ Assignment ☐ Merger

☐ Security Agree. ☐ Change of Name  
Other

Execution Date: April 22, 1998

4. Application number(s) of patent number(s):

If this document is being filed together with a new application, the execution  
date of the application is: \_\_\_\_\_

A. Patent Application No.(s)  
08/976,122

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom  
correspondence concerning document  
should be mailed:

Name: Carl J. Schwedler

Address: CALGENE LLC

1920 Fifth Street

Davis, CA 95616

6. Total number of applications and  
patents involved: ☐ 1 ☐ 2

7. Total Fee (37 CFR 3.41) \$40.00

☐ Enclosed

☒ Authorized to charge Deposit Account

8. Deposit Account Number  
03-0173

(Attach duplicate copy of page if paying  
by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct  
and any attachd copy is a true copy of the original document.

Name & Reg. No.

Carl J. Schwedler, Reg. No. 36,924

Signature

Date

Total number of pages comprising cover sheet ☐ 1 ☐ 2

4/27/98

PATENT  
REEL: 9195 FRAME: 0419

## **ASSIGNMENT**

Whereas we, Gusui Wu and Thomas E. Holsten of 1322 Madera Court, Davis, CA 95616 and 944 Garcia Drive, Woodland, CA 95776, respectively, (hereinafter referred to individually and collectively as "inventor") have invented certain new and useful improvements in:

### **A PATHOGEN AND STRESS-RESPONSIVE PROMOTER FOR GENE EXPRESSION**

for which invention we have executed an application for Letters Patent of the United States and which application may be identified in the United States Patent and Trademark Office as:

Serial No. 08/976,122 filed on November 21, 1997; and.

Whereas, CALGENE LLC., a Delaware corporation doing business at 1920 Fifth Street, Davis, CA 95616, is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the letters patent to be obtained therefore:

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned, and set over and by these presents do hereby sell, assign, and set over unto the said:

CALGENE LLC.

and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the letters patent, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

We do hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, we convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of said United States application (or other application if any there be) in priority to other applications; and We do hereby covenant and agree with the said assignee that we will not execute any writing

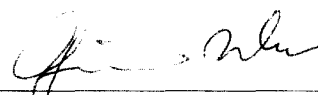
PATENT

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or do any act whatsoever conflicting with these presents, and that we will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

Date: 4/22/98

Date: 4/22/98

By:   
GUSUI WU

By:   
THOMAS E. HOLSTEN