

08-12-1998



IT

Attorney Docket Number  
7991-023-999

MRD 8-5-98

100791209

09/129298

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS  
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Please record the attached original documents or copy thereof.

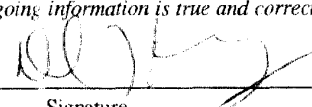
10549 U.S. PTD  
09/129298  
08/05/98

<p>1. Name of conveying party(ies): <b>Charles J. Arntzen, Peter B. Kipp, Ramesh Kumar and Gregory D. May</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <b>Kimeragen, Inc.</b> Address: <b>Newtown Pennsylvania 18940</b></p> <p>Country (if other than USA):</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name: <input type="checkbox"/> Other</p> <p><b>Arntzen on August 4, 1998 Kipp on August 4, 1998 Kumar on July 31, 1998</b></p> <p>Execution Date <b>May on August 4, 1998</b></p>	
<p>4. Application number(s) or patent number(s): <b>Serial No. To Be Assigned Filed August 5, 1998</b></p> <p>If this document is being filed together with a new application, the execution date of the application is: <b>Arntzen on August 4, 1998, Kipp on August 4, 1998, Kumar on July 31, 1998 and May on August 4, 1998</b></p>	
<p>A. Patent Application No.(s)</p>	<p>B. Patent No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: <b>KIMERAGEN, INC. 300 Pheasant Run Newtown, PA 18940</b></p>	<p>6. Number of applications and patents involved: <b>One (1)</b></p> <p>7. Total fee (37 CFR 3.41): .....\$ <b>40.00</b> Please charge to the deposit account listed in Section 8.</p> <p>8. Deposit account number: <b>50-0233</b> (A copy of this page is attached)</p>

DO NOT USE THIS SPACE

9. Statement and signature.

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

<p><b>Daniel Hansburg</b>      <b>36,156</b></p> <p>Name of Person Signing    Reg. No.</p>	 Signature	<p><b>5 August 1998</b></p> <p>Date</p>
<p>Total number of pages including cover sheet:</p>		<p><b>Three (3)</b></p>

( 08/11/1998 DNGUYEN 00000156 500233 09129298 )  
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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 9369 FRAME: 0293

ASSIGNMENT

WHEREAS, WE, Charles J. Arntzen, Peter J. Kipp, Ramesh Kumar and Gregory D. May, ASSIGNORS, citizens of the United States, residing at 1005 Highland Road, Ithaca, New York, 14850, 700 Warren Road, Apartment 11-3E, Ithaca, New York 14850, 60 Yard Road, Pennington, New Jersey, 08534 and 303 The Parkway, Ithaca, New York, 14850 respectively, are co-inventors of the invention in

THE USE OF MIXED DUPLEX OLIGONUCLEOTIDES TO EFFECT LOCALIZED GENETIC CHANGES IN PLANTS

for which we have executed an application for a Patent of the United States

- which was executed by C. J. Arntzen, P. B. Kipp, R. Kumar and G. D. May on Even Date Herewith
- which is identified by Kimeragen docket no. 7991-23-999
- which is filed on August 5, 1998

and WHEREAS, Kimeragen, Inc., located in Newtown, PA 18940, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date August 4, 1998 Charles J. Arntzen L.S.

State of New York )  
                                  ) SS.:  
County of Tompkins )

On this 4 day, August 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Charles J. Arntzen, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Nancy N. Ray  
Notary Public

NANCY N. RAY, REG. No 4910879  
NOTARY PUBLIC, STATE OF N.Y.  
QUALIFIED IN CHEMUNG COUNTY  
COMMISSION EXPIRES 11-2-98

Date 8/14, 1998 Peter B. Kipp L.S.  
Peter B. Kipp

State of New York )  
County of Tioga ) SS.:

On this 4 day of August, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Peter B. Kipp to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Nancy N. Ray  
Notary Public.  
NANCY N. RAY, REG. No. 4910879  
NOTARY PUBLIC, STATE OF N.Y.  
QUALIFIED IN CHEMUNG COUNTY  
COMMISSION EXPIRES 11-2-98

Date July 31, 1998 Ramesh Kumar L.S.  
Ramesh Kumar

State of Pennsylvania )  
County of Bucks ) SS.:

On this 31 day of July, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ramesh Kumar to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and she acknowledged the same to be her free act and deed.

Patricia A. Steffan  
Notary Public.  
NOTARIAL SEAL  
PATRICIA A. STEFFAN, Notary Public  
Middletown Twp., Bucks County  
My Commission Expires Oct. 2, 2000

Date Aug 4, 1998 Gregory D. May L.S.  
Gregory D. May

State of New York )  
County of Tioga ) SS.:

On this 4 day of August, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gregory D. May to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Nancy N. Ray  
Notary Public.  
NANCY N. RAY, REG. No. 4910879  
NOTARY PUBLIC, STATE OF N.Y.  
QUALIFIED IN CHEMUNG COUNTY  
COMMISSION EXPIRES 11-2-99