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09/013,587

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Please record the attached original

1. Name of conveying party(ies): 2. Name and address of receiving party(ies): 12-4-90 Cornell Research Foundation, Inc. Dewen Qiu Zhong-Min Wei Cornell Business & Technology Park 20 Thornwood Drive, Suite 105 Steven V. Beer Ithaca, New York 14850 3. Nature of conveyance: Assignment [X]Merger Security Agreement Change of Name Other: Execution Date(s): August 28, 1998 1st Inventor: 2nd Inventor: August 28, 1998 3rd Inventor: November 18, 1998 4th Inventor: Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is(are):

Page 1 of 2

2/09/1998 DNBUYEN 00000150 09013587 FC:581 40.00 DP

Patent No.(s):

Patent Application No.(s):

1st (sole) Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:

A.

В.

To the Honorable Commis

documents or copy thereof

R253892.1 19603/1501 (CRF D-2018A)

5.	Name and address of party to whom correspondence concerning document should be mailed:	6.	Total number of applications and patents involved: 1
	Michael L. Goldman Nixon, Hargrave, Devans & Doyle LLP Clinton Square P.O. Box 1051 Rochester, New York 14603		
		7.	Total fee (37 CFR 3.41): <b>\$40.00</b>
			[ ] Previously paid (see original transmittal)
			[X] A check in the amount of \$40.00 is enclosed.
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			[ ] Charge total fee to account.  [X] Charge any additional fees to account.
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9.	O. 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.		
	Date: December 1,1998		
	Michael L. Goldman		
	[Total number of pages including cover	she	et, attachments and document: 4]
			Page 2 of 2
			Certificate of Mailing - 37 CFR 1.8 (a)

I heraby 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 the date below.

12/1/4

Wendy L Harrold

**REEL: 9620 FRAME: 0239** 

# **ASSIGNMENT**

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, (I) (we) the undersigned,

Dewen Qiu Zhong-Min Wei Steven V. Beer

Hereby sell, assign and transfer to:

# CORNELL RESEARCH FOUNDATION, INC.

a corporation of The State of New York, having a place of business at Cornell Business & Technology Park, 20 Thornwood Drive, Suite 105, Ithaca, New York, 14850 its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, Serial No. 09/013,587, filed January 26 1998, entitled

#### ENHANCEMENT OF GROWTH IN PLANTS

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements, execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date	8/28/98	Dewen Qin	(L.S.)
		Dewen Qiu	,
Date	8/28/98	Low Swei	(L.S.)
		Zhong-Min/Wei	
Date			(L.S.)
		Steven V. Beer	

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Date	Dewen Qiu (L.S.)
Date	Zhong-Min Wei (L.S.)
Date X 11/18/98	Steven V. Beer (L.S.)

R250008.1

**RECORDED: 12/04/1998** 

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