U.S. DEPARTMENT OF COMMERCE 04-02-1999 FORM PTO-1595 R SHEET (Rev. 3-93) Patent and Trademark Office OMB No. 0551-0011 (exp. 4/94) Tab settings = = = ▼ 101000682 ie attached original documents or copy thereof, To the Honorable Commissioner u 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Name: Monsanto Company Yinong Ma Jerald D. Heise Internal Address:\_\_\_\_ Additional name(s) of conveying party(ies) attached? Q Yes Q No 3. Nature of conveyance: Street Address:\_\_\_\_\_ □ Merger 800 N. Lindbergh Boulevard ☐ Change of Name ☐ Security Agreement City: St. Louis State: MO ZIP:63167 Other \_\_\_\_\_ Execution Date: March 10 and 18, 1999 Additional name(s) & address(es) attached? □ Yes 🛱 No 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: March 10 & 18, 199 B. Patent No.(s) A. Patent Application No.(s) Additional numbers attached? 

Yes 

No. 6. Total number of applications and patents involved: Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$ 40.00 Name: John K. Roedel, Jr. Internal Address:\_\_\_\_ **Enclosed** Senniger, Powers, Leavitt & Roedel Authorized to be charged to deposit account Street Address:\_\_ 16th Floor 8. Deposit account number: One Metropolitan Square City: St. Louis State: MO ZIP: 63102 (Attach duplicate copy of this page if paying by deposit account) B/31/1999 JSHABAZZ 00000239 09274629 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.

Total number of pages including cover sheet, attachments, and document:

John K. Roedel, Jr.

Name of Person Signing

## **ASSIGNMENT**

WHEREAS, We Yinong Ma of Westfield, Massachusetts and Jerald D. Heise of St. Louis, Missouri, have invented an improvement in PROCESS FOR PRODUCING PHOSPHOROUS ACID (Files MTC 6452 and 6538) and have applied for an application for a United States patent based thereon, Serial No. 60/111,734, filed December 10, 1998 and have executed simultaneously herewith a formal U.S. application based on the referenced provisional application;

AND, WHEREAS, Monsanto Company of St. Louis, Missouri, a corporation of the State of Delaware (hereinafter referred to as "ASSIGNEE") is desirous of acquiring certain rights thereunder;

NOW, THEREFORE, for one dollar and other good and valuable consideration, receipt of all of which is hereby acknowledged, we have agreed to and do hereby sell, assign and transfer unto said ASSIGNEE the entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said invention, said United States application, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue applications) based in whole or in part on said United States application or in whole or in part on said invention, any foreign applications based in whole or in part on any of the aforesaid United States application or

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PATENT REEL: 9850 FRAME: 0238 in whole or in part on said invention, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said invention or any part thereof;

TO BE HELD AND ENJOYED by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us had no sale and assignment of said interest been made;

AND We hereby authorize and request the Commissioner of

Patents of the United States of America to issue any and all

United States patents which may be granted upon said United

States applications or any of them, or upon said invention or any

part thereof, to said ASSIGNEE;

AND We hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by said ASSIGNEE fully to secure to said ASSIGNEE its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

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AND We hereby jointly and severally covenant for ourselves and our respective legal representatives that we have granted no right or license to make, use or sell said invention, to anyone except said ASSIGNEE, that prior to the execution of this deed our right, title and interest in said invention had not been otherwise encumbered, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we have hereunto set our hands.

Yinong Ma

Jerald D. Heise

STATE OF <u>Massachuse++</u>5 )

COUNTY OF Hampsten )

On this 10 day of March, 1999, before me, a Notary Public, personally appeared Yinong Ma to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

Michelle Lussier
Notary Public

My Commission Expires:

December 10, 2004

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STATE OF MISSOURI )

COUNTY OF SI.  $\sim 0015$  )

On this Ath day of \_\_\_\_\_\_\_\_\_, 1999, before me, a Notary Public, personally appeared Jerald D. Heise to me known to be the person described, in and who executed, the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and the date and year last above written. ) /

Notary Public

My Commission Expires:

Notary F. The Motory Seal
Show Shows County

A Transport Expires Sep 25, 2002

**RECORDED: 03/23/1999** 

KAROL J. WILDER
Notary Public - Notary Seal
State of Missouri
St Louis County
My Commission Expires Sep 25, 2002