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FROMMER LAWRENCE & HAUG LLP  
745 Fifth Avenue  
New York, New York 10151  
(212) 588-0800

Attorney Docket No. 514412-2005

Applicant(s) : Klaus BARTSCH, Guido KRIETE, Inge BROER,  
and Alfred PÜHLER

Title of Invention : NOVEL GENES CODING FOR AMINO ACID  
DEACETYLASES WITH SPECIFICITY FOR N-ACETYL-L-  
PHOSPHINOTHRICIN, THEIR ISOLATION AND THEIR USE

Corresponding  
Int'l. Appn. : PCT/EP97/06755

International  
Filing Date : 3 December 1997

U.S. Filing Date : 14 June 1999

Honorable Assistant Commissioner of Patents and Trademarks

1. Name(s) of Conveying Party(ies) : Klaus BARTSCH, Guido KRIETE, Inge BROER,  
and Alfred PÜHLER
2. Name and address of receiving party : Hoechst Schering Agrevo GmbH  
Mirastrasse 54  
D-13509 Berlin, Germany
3. Nature of Conveyance : Assignment.  
Dates of Execution : April 28, May 3, May 6, 1999.
4. ☐ Application No. or Patent No.:  
☒ This document is being filed together with a new application, the execution date of the application  
is: April 28, May 3, May 6, 1999.
5. Name and address of party to whom the recorded assignment and any correspondence concerning  
the document should be mailed:  

William F. Lawrence  
Registration No. 28,029  
FROMMER LAWRENCE & HAUG LLP  
745 Fifth Avenue  
New York, New York 10151.
6. Total number of applications and patents involved: 1.
7. Total Fee (37 CFR 3.41): \$40.00.  
☒ Fee enclosed, Check No. 05852.
8. ☐ Charge Fee to Deposit Account No. 50-0320 (Attach duplicate copy of this page if paying by deposit account).  
☒ If any additional fee is required, authorization is hereby given to charge Deposit Account No.  
50-0320.
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.

William F. Lawrence, Esq. (Reg. No. 28,029)  
Name of Person Signing

Signature

Date

PATENT

06/14/99

REEL: 010097 FRAME: 0732

Frommer Lawrence &amp; Haug LLP

File No.:

Serial No.

Filing Date:

## ASSIGNMENT

We, (1) **KLAUS BARTSCH**, (2) **GUIDO KRIETE**, (3) **INGE BROER** and (4) **ALFRED PÜHLER**, who reside respectively at (1) Im Kleinfeld 54, D-61462 Königstein, Germany, (2) Winnebrockstrasse 5, D-33790 Halle, Germany, (3) Wiesenweg 2, D-18184 Roggentin, Germany and (4) Am Waldschlößchen 2, D-33793 Bielefeld, Germany, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: **NOVEL GENES CODING FOR AMINO ACID DEACETYLASES WITH SPECIFICITY FOR N-ACETYLL-PHOSPHINOTHRICIN, THEIR ISOLATION AND THEIR USE** and **HOECHST SCHERING AGREVO GmbH** whose address of Mirastrasse 54, D-13509 Berlin, Germany, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

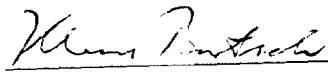
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

The effective date of this instrument is the 28 day of April, 1994

In testimony of which we have affixed our signatures.

  
KLAUS BARTSCH

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GUIDO KRIETE

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INGE BROER

\_\_\_\_\_  
ALFRED PÜHLER

Frommer Lawrence & Haug LLP File No.: Serial No. Filing Date:
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**ASSIGNMENT**

We, (1) **KLAUS BARTSCH**, (2) **GUIDO KRIETE**, (3) **INGE BROER** and (4) **ALFRED PÜHLER**, who reside respectively at (1) Im Kleinfeld 54, D-61462 Königstein, Germany, (2) Winnebrockstrasse 5, D-33790 Halle, Germany, (3) Wiesenweg 2, D-18184 Roggentin, Germany and (4) Am Waldschlößchen 2, D-33793 Bielefeld, Germany, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: **NOVEL GENES CODING FOR AMINO ACID DEACETYLASES WITH SPECIFICITY FOR N-ACETYLL-PHOSPHINOTHRICIN, THEIR ISOLATION AND THEIR USE** and **HOECHST SCHERING AGREVO GmbH** whose address of Miraustrasse 54, D-13509 Berlin, Germany, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

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2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

The effective date of this instrument is the 6 day of May, 1999.

ony of which we have affixed our signatures.

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KLAUS BARTSCH

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*Guido Kriete*  
GUIDO KRIETE

\_\_\_\_\_  
INGE BROER

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ALFRED PÜHLER

Frommer Lawrence &amp; Haug LLP

File No.:

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2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

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The effective date of this instrument is the 3 day of May, 1999.

In testimony of which we have affixed our signatures.

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KLAUS BARTSCH

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GUIDO KRIETE



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INGE BROER

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ALFRED PÜHLER

Frommer Lawrence &amp; Haug LLP

File No.:

Serial No.

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The effective date of this instrument is the 3 day of May, 1999.



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KLAUS BARTSCH

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GUIDO KRIETE

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INGE BROER

 3.5.99

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ALFRED PÜHLER