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To the Honorable Commissioner of Patent and Trademarks. Please record the attached original documents or copy thereof.

1.	Name of conveying party(ies): Mansour Karimi, Nathalie Barthels, and Godelieve Gheysen
Ado	litional name(s) of conveying party(ies) attached? _ Yes X No
2.	Name and address of receiving party(ies):
	ne: PLANT GENETIC SYSTEMS, N.V.
Stre City	tet Address: <u>Jozef Plateaustraat 22 B-9000</u> <u>Gent State Belgium ZIP</u>
Ado	ditional name(s) & addresses(es) attached? Yes X No
3.	Name of Conveyance:
	X_ Assignment Merger Security Agreement Change of Name Other
	Execution Date:July 5, 1999; July 8, 1999; and July 5, 1999
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: Title: PATHOGEN-INDUCED PLANT PROMOTERS
	A: Patent Application No. B. Patent No.(s)
	Additional numbers attached? Yes _X_ No
5.	Name and address of party to whom correspondence concerning document should be mailed:
	Name: Sixbey, Friedman, Leedom & Ferguson, P.C.
	Street Address: 8180 Greensboro Drive, Suite 800
	City: McLean State: Virginia ZIP 22102
6.	Total number of applications and patents involved: 1
7.	Total fee (37 CFR 3.41):\$40.00
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8.	Deposit Account Number: 19-2380
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	bert M. Schulman 7/20/99
Na	me of Person Signing Signature Date

Total number of pages comprising cover sheet, attachments and document: __3_

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ASSIGNMENT

This ASSIGNMENT, by Mansour Karimi of Kikvorsstraat 267, B-9000 Gent, Belgium, Nathalie Barthels of Uilkensstraat 93/F, B-9000 Gent, Belgium, and Godelieve Gheysen of Bergbosstraat 201, B-9820 Merelbeke, Belgium, (hereinafter referred to as "the Assignors"), witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in <u>PATHOGEN-INDUCED PLANT PROMOTERS</u> set forth in an application, which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application and bearing Int'l Application No. <u>PCT/EP98/00388</u> and filed on <u>January 19</u>, 1998 and

WHEREAS, <u>PLANT GENETIC SYSTEMS</u>, N.V., a corporation duly organized under and pursuant to the laws of <u>Belgium</u>, and having its principal place of business at <u>Jozef Plateaustraat 22</u>, B-9000 Gent, <u>Belgium</u> (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, it successors, legal representatives, and assigns the entire right, title and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not be made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution

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and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth:

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, it successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of SIXBEY, FRIEDMAN, LEEDOM & FERGUSON, P.C. of McLean, Virginia, to insert in the spaces provided above the tiling date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 5 th July 1999

Signature of Assignors

Mansour Karimi

Date 8th July 1999

Signature of Assignors

Nathalie Barthels

Date 6/2 44 1999

Signature of Assignors

Godelieve Ghevsen

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