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FORM COVER SHEET
COMMERCE
MARK OFFICE

ATTORNEY DOCKET NO. : 31383-131238 (Formerly CHIMA 0005)

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

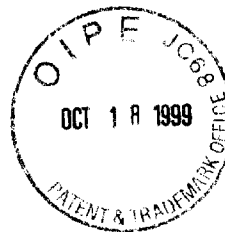
1. Name of conveying parties:

Benjavan Rerkasem

2. Name and address of receiving party(ies):

Name: Chiang Mai University (50%)
Multiple Cropping Center
239 Huay Kaew Road
Tambon Suthep, Amphur Muang
Chiang Mai, 50200
Thailand

Heterosis Corporationi (25%)
1013 Centre Road
Wilmington, DE 19805



Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 19, 1996

4. Application number(s) or patent number(s): PCT/US96/10525, now 08/994,969

If this document is being filed together with a new application, the execution date of the application is _____

A. Patent Application No.:

B. Patent No.(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Michael A. Gollin
Venable, Baetjer, Howard and Civiletti, LLP
P.O. Box 34385
Washington, D.C. 20043-9998
Tel. (202) 962-4800
Fax (202) 962-8300

6. Total number of applications and patents involved: One (1)

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 22-0261 (attach duplicate copy of this page if paying by deposit account)

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.

Michael A. Gollin, Registration No. 31,957
Name of Person Signing

Signature

October 18, 1999
Date

Total number of pages including cover sheet, attachments, and document: 5

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ASSIGNMENT

WHEREAS, I, **Benjavan RERKASEM**, residing at Chiang Mai, Thailand, and a citizen of Thailand (hereinafter referred to as "Assignor"), have invented certain new and useful improvements in "**METHOD FOR PRODUCING PLANT HYBRIDS USING FERTILITY-SELECTIVE GROWTH MEDIUM**", for which an international application for patent protection under the Patent Cooperation Treaty was filed in the United States Receiving Office on June 14, 1996, with the same title, and

WHEREAS, **CHIANG MAI UNIVERSITY**, a Thailand institution having a place of business at Multiple Cropping Center, 239 Huay Kaew Road, Tambon Suthep, Amphur Muang, Chiang Mai, 50200, Thailand (hereinafter referred to as the "Assignee"), is desirous of acquiring an undivided fifty percent (50%) of the entire right, title and interest in and to the invention, and in and to the application, and any Letters Patent that may issue thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, and transferred and hereby does sell, assign and transfer to the Assignee, its successors and assigns, an undivided fifty percent (50%) of the entire right, title and interest in all countries of the world, in and to the invention and in and to the application and all patents which may be granted therefor, and all national applications, regional applications, divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, including the right to file applications and obtain patents for the invention in its own name, in all countries and including all rights of priority in all countries under the terms of any applicable international convention, insofar as its interest is concerned; and the Assignor hereby authorizes and requests the applicable patent office in each country of the world to issue all patents for the invention, or patents resulting therefrom, insofar as its interest is concerned, to the Assignee, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of such patents for the invention may issue, to the same extent as the Assignor would hold and enjoy if this Assignment had not been made.

Also, the Assignor has sold, assigned, and transferred, and hereby does sell, assign and transfer to the Assignee, its successors and assigns an undivided fifty percent (50%) of the entire right, title and interest for the United States in and to the invention and in and to the application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof; and the Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for the invention, or patents resulting therefrom, insofar as its interest is concerned, to the Assignee, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of the patents for the invention may issue, to the same extent as the Assignor would hold and enjoy if this Assignment had not been made.

The Assignor also hereby grants Michael A. Gollin and the law firm of **SPENCER & FRANK** the power to insert on this Assignment any further identification of the invention which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any other patent office for recordation of this document.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed.

Dated this 19th day of June, 1996.

B. Rerkasem

Benjavan RERKASEM

Witness: Laxmi Worachai

Name: Ms. Laxmi Worachai

Address: 239/1 Kaset Village
CMU Campus. CM 50200

Date: June 19, 1996

Witness: Somjit Jina

Name: Miss SOMJIT JINA

Address: 62 Sukasem Road
Chiang Mai, 50200

Date: June 19, 1996

ASSIGNMENT

WHEREAS, I, **Benjavan RERKASEM**, residing at Chiang Mai, Thailand, and a citizen of Thailand (hereinafter referred to as "Assignor"), have invented certain new and useful improvements in "**METHOD FOR PRODUCING PLANT HYBRIDS USING FERTILITY-SELECTIVE GROWTH MEDIUM**", for which an international application for patent protection under the Patent Cooperation Treaty was filed in the United States Receiving Office on June 14, 1996, with the same title, and

WHEREAS, **HETEROSIS CORPORATION**, a corporation organized under the laws of Delaware and having an address at 1013 Centre Road, Wilmington, Delaware 19805 (hereinafter referred to as the "Assignee"), is desirous of acquiring an undivided twenty five percent (25%) of the entire right, title and interest in and to the invention, and in and to the application, and any Letters Patent that may issue thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, and transferred and hereby does sell, assign and transfer to the Assignee, its successors and assigns, an undivided ~~fifty~~ ^{25%} percent (50%) of the entire right, title and interest in all countries of the world, in and to the invention and in and to the application and all patents which may be granted therefor, and all national applications, regional applications, divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, including the right to file applications and obtain patents for the invention in its own name, in all countries and including all rights of priority in all countries under the terms of any applicable international convention, insofar as its interest is concerned; and the Assignor hereby authorizes and requests the applicable patent office in each country of the world to issue all patents for the invention, or patents resulting therefrom, insofar as its interest is concerned, to the Assignee, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of such patents for the invention may issue, to the same extent as the Assignor would hold and enjoy if this Assignment had not been made. twenty five %
BX

Also, the Assignor has sold, assigned, and transferred, and hereby does sell, assign and transfer to the Assignee, its successors and assigns an undivided ~~fifty~~ ^{25%} percent (50%) of the entire right, title and interest for the United States in and to the invention and in and to the application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof; and the Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for the invention, or patents resulting therefrom, insofar as its interest is concerned, to the Assignee, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of the patents for the invention may issue, to the same extent as the Assignor would hold and enjoy if this Assignment had not been made. twenty five %
(25%)

The Assignor also hereby grants Michael A. Gollin and the law firm of **SPENCER & FRANK** the power to insert on this Assignment any further identification of the invention which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any other patent office for recordation of this document.

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Dated this 19th day of June, 1996.

B. Rerkasem
Benjavan RERKASEM

Witness: Laxmi Worachai

Name: MS. LAXMI WORACHAI

Address: 209/1 Kaset Village
CMU campus, CM 50200

Date: June 19, 1996

Witness: Somsit Jina

Name: Miss SOMSIT JINA

Address: 62 Sukasem Road
Chiang Mai 50200

Date: June 19, 1996