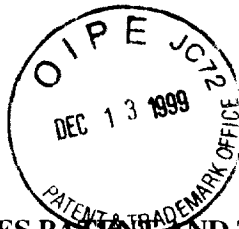


12-16-1999



101223519

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PATENT
December 10, 1999

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : Feng et al.
US Application No. : 09/264,737
Entitled : Genetically Engineered Plant Resistance to
: Thiazopyr and Other Pyridine Herbicides
Filed : March 9, 1999
Art Area :1649
Examiner :T. Haas

MRD - 12-13-99

Box Assignments
Commissioner of Patents and Trademarks
Washington, D.C. 20231

ASSIGNMENT DOCUMENT COVER SHEET (37 C.F.R. § 3.31)

An assignment document for recordal is included along with this cover sheet.
In addition A Resubmission of Assignment transmittal provided for under 37 CFR §3.51 is included along with this cover sheet.

CERTIFICATION UNDER 37 C.F.R. 1.8(a)

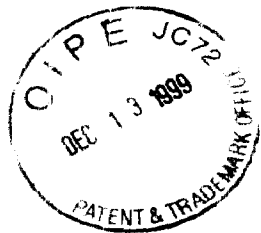
I hereby certify that, on the date shown below, this correspondence is being deposited with the United States Postal Service in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231 with sufficient postage as first class mail.

Timothy K. Ball, PhD, JD Esq

Date: December 10, 1999

12/15/99 14:06:00 0000026 10433 092E4707

(Assignment (Document) Cover Sheet—page 1 of 3)



**IDENTIFICATION OF APPLICATION
FOR ASSIGNMENT DOCUMENT RECORDAL**
(37 C.F.R. § 3.21 and 37 C.F.R. § 3.31(a)(4))

1. This assignment is for the following patent application:
 - a. Provisional application: 60/077,377, filed on March 10, 1998

**TOTAL NUMBER OF APPLICATIONS
AND TOTAL FEE**

2. A. The total number of applications identified in this cover sheet is: 1.
- B. The total fee is (37 C.F.R. § 1.21(h)):
$$1 \times \$40.00 = \$40.00$$
- C. Please charge Account 13-4125 the sum of \$40.00. A duplicate of this cover sheet and a duplicate of the assignment document is attached.

Please charge Account 13-4125 for any fee deficiency or credit any overpayment to that account.

NAME OF PARTIES CONVEYING INTEREST
(37 C.F.R. § 3.31(a)(1))

3. The parties conveying interest are:

Paul C. C. Feng
Thomas G. Ruff

NAME AND ADDRESS OF PARTY RECEIVING INTEREST
(37 C.F.R. § 3.31 (a)(2))

4. The rights are being conveyed to:

Monsanto Company
800 North Lindbergh
St Louis, MO 63167

**DESCRIPTION OF INTEREST CONVEYED OR
TRANSACTION RECORDED** (37 C.F.R. § 3.31(a)(3))

5. The accompanying document intends to accomplish an assignment.

**NAME AND ADDRESS OF PARTY TO WHOM
CORRESPONDENCE SHOULD BE MAILED** (37 C.F.R. § 3.31 (a)(5))

6. Please address correspondence to:

(Assignment (Document) Cover Sheet—page 2 of 3)

Name Timothy K. Ball
Address: Patent Department Central
Monsanto / GD Searle
P.O. Box 5110
Chicago, IL 60680-5110

Telephone No.: (636) 737-7387

**DATE ASSIGNMENT DOCUMENT EXECUTED
(37 C.F.R. § 3.31(a)(7))**

7. The attached assignment document was executed on March 8, 1999.

LANGUAGE OF ASSIGNMENT DOCUMENT TO BE RECORDED

8. The attached document is in the English language.

ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

9. Submitted herewith is the original document.

**STATEMENT (37 C.F.R. § 3.31(a)(9)) AND
SIGNATURE (37 C.F.R. § 3.31(a)(10))**

10. 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.



Tel. No.: (636) 737-7387

Timothy K. Ball
Reg. No. 42287
Patent Department Central
Monsanto / GD Searle
P.O. Box 5110
Chicago, IL 60680-5110

TOTAL NUMBER OF PAGES BEING SUBMITTED

11. The total number of pages being submitted, including documents are: 7

(Assignment (Document) Cover Sheet—page 3 of 3)

**PATENT
REEL: 010434 FRAME: 0846**

ASSIGNMENT

WHEREAS, WE, the undersigned, have made certain invention or inventions which are disclosed in patent application(s) and/or provisional patent application(s) entitled:

Genetically Engineered Plant Resistance to Thiazopyr and Other Pyridine Herbicides

identified as US Provisional Patent Application No. 60/077,377 and filed on March 10, 1998 ; and

WHEREAS, Monsanto Company, of St. Louis, Missouri, a Corporation of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, we do hereby sell, assign and transfer to said Monsanto Company, its successors and assigns, the entire right, title and interest in and to said invention or inventions, in any form or embodiment thereof, and in and to said application(s); and in and to any and all applications filed in any country based thereon, including the right to file applications in countries other than the country of priority filing under the provisions of any international convention; also in and to any and all improvements on said invention or inventions now or hereafter made by me/us as employee(s), agent(s) or contractor(s) of said Monsanto Company; also the entire right, title and interest in and to any and all patents, including reissues and extensions thereof, to be obtained in any country upon said invention, inventions or improvements, and any and all continuing applications, including divisional, continuation and continuation-in-part applications, substitute applications, and applications claiming benefit of an earlier filed provisional application, which may be filed upon said invention, inventions or improvements in any country; and

We hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Monsanto Company, as assignee of the entire interest.

We further agree, without any payment by Monsanto Company other than in reimbursement of reasonable expenses we may incur, to communicate to said Monsanto Company, its representatives or agents, any facts relating to said invention, inventions or improvements, including evidence for purposes of interference, opposition or other legal proceedings, whenever requested; testify in any interference, opposition or other legal proceedings, whenever requested; and execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective.

IN TESTIMONY WHEREOF, we have hereto set our hands on the dates set after our signatures.

Signature Paul C.C. Feng Date: March 8, 1999
Name: Paul C.C. Feng
City and state or country of residence: Wildwood, Missouri 63011

State of Missouri)
County of St. Louis) } ss.

On this 8th day of March, 1999, before me personally appeared Paul C.C. Feng, to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed; in testimony whereof I have hereto set my hand and official seal on the day last above written.

(seal) Judith A. Lorenz
Notary Public
JUDITH A. LORENZ
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY

My Commission expires November 20, 1999.

IN TESTIMONY WHEREOF, I/WE have hereto set our hands on the dates set after our signatures.

Signature: Thomas G. Ruff Date: March 8, 1999
Name: Thomas G. Ruff
City and state or country of residence: Wildwood, Missouri 63069

State of Missouri)
County of St. Louis) } ss.

On this 8th day of March, 1999, before me personally appeared Thomas G. Ruff, to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed; in testimony whereof I have hereto set my hand and official seal on the day last above written.

(seal) Judith A. Lorenz
Notary Public
JUDITH A. LORENZ
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY

My Commission expires November 20, 1999.