02-23-2000



101275630

Docket No. 33516-01 Patent



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U.S. DEPARTMENT OF COMMERCE PATENT AND TRADEMARK OFFICE

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

Name of conveying party(ies): 1.

33516-01AssCvr.doc

1'

Dale Lester Shaner, Helmut Siegfried Baltruschat and Norbert Nelgen

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		Additional name(s) of conveying party(ies) attached: [ ] Yes [.X ] No
	2.	Name and address of receiving party(ies):
		AMERICAN CYANAMID COMPANY Five Giralda Farms Madison, New Jersey 07940-0874
		Additional name(s) and address(es) attached: [ ] Yes [.X ] No
	3.	Nature of conveyance:  [.X ] Assignment in two counterparts  [ ] Other  Execution Date: Dale L. Shaner – December 1, 1999  Helmut S. Baltruschat and Norbert Nelgen – December 3, 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 December 1, 1999 and December 3, 1999  A. Patent Application Number(s):  B. Patent Number(s):  Additional numbers attached?  [ ] Yes  [ X ] No
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**PATENT REEL: 010556 FRAME: 0880** 

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

Name: Barbara L. Renda

## AMERICAN CYANAMID COMPANY

Patent Law Department One Campus Drive Parsippany, New Jersey 07054 Telephone No. (973) 683-2153 Facsimile No. (973) 683-4109

- 6. Total number of applications and patents involved: 1
- 7. Total Fee (37 CFR 3.41): \$40.00

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Patent

For:	U.S. and/or   Foreign Rights   U.S. Application or   U.S. Patent
	Assignment of Invention
	In consideration of the payment by ASSIGNEE to ASSIGNOR of good and valuable ideration, the receipt of which is hereby acknowledged, IGNOR:
(1)	Full Name of Inventor: Dale Lester Shaner Residence: 73 Irwin Place, Lawrenceville, Mercer, NJ Citizenship: USA
(2)	Full Name of Inventor: <b>Helmut Siegfried Baltruschat</b> Residence: <b>Deyerstrasse 10-12, D-55444, Schweppenhausen, Germany</b> Citizenship: <b>Germany</b>
(3)	Full Name of Inventor: Norbert Nelgen Residence: Auf der Benn 21, D-55270 Jugenheim, Germany Citizenship: Germany
(4)	Full Name of Inventor: Residence: Citizenship:
(5)	Full Name of Inventor: Residence: Citizenship:
here	by sells, assigns and transfers to ASSIGNEE:
	AMERICAN CYANAMID COMPANY

AMERICAN CYANAMID COMPANY Five Giralda Farms Madison, New Jersey 07940-0874

Assignment of Invention

Page 1 of 4

Patent

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

## HERBICIDAL COMPOSITIONS AND METHOD OF SAFENING HERBICIDES USING BENZOTHIAZOLE DERIVATIVES

and invented by ASSIGNOR and the following additional inventors, if any:

[check and complete (a), (b), (c), or (d)]
[check and complete (a), (b), (c), or (d)]
(a) U.S. patent application executed on even date herewith.
(b) U.S. patent application executed on:
(c) U.S. application Serial No. filed on:
(d) U.S. Patent No. issued on:
[also check (e) if foreign application(s) is(are) also being assigned]  (e) \( \sum \) and any legal equivalent thereof in a foreign country, including the right to clapriority, including any and all improvements disclosed therein, and in and to all Letters Patent to obtained for said invention by the above application or any continuation, division, renewal, substitute thereof, and as to Letters Patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters patent for said invention in any of said countries in its own name, or in ASSIGNOR's name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefor and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in ASSIGNEE, its successors, assigns or other legal representatives, and that to, at any time, upon the request and at the expense of ASSIGNEE execute any continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to Letters Patent and reissue or re-examination thereof, or any other additional applications of Letters Patent for said invention or any part thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

Page 2 of 4

Assignment of Invention

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1

Patent

ASSIGNOR authorizes and requests the Commissioner of Patents to issue any and all Letters
Patent of the United States for said invention, resulting from any of the aforesaid applications to
said AMERICAN CYANAMID COMPANY, as its ASSIGNEE.
WITNESS my hand and seal this day of, 1999.

Dale Lester Shaner L.S.

## Acknowledgement

State of New Versey}

County of Mercer }

SS: Prince ton

On the day of <u>ecember</u>, 1999, personally appeared before me <u>lale bestar</u> haner, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Notary Public of New Jersey
My Commission Expires Dec. 14, 2002

Assignment of Invention

Patent

WITNESS my hand and se	al this	day of	, 1999.	
Helmut Siegfried Baltruschat	L.S.	Norbert Nel	gen	L.S.
~~~~~~~~~~~~~~~~	<u>Ackr</u>	nowledgement	~~~~~~	~~~~~~
State of}  County of}		SS:		
	, 1999, personally appeared before me, known by me to be the same personal the foregoing instrument, and acknowledged that he executed the			
described in and who executed to same, of his own free will and for	the foregoing r the purpose	g instrument, and ack es set forth.	nowledged that he	e executed the

Assignment of Invention

Patent

ASSIGNOR authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid applications to said AMERICAN CYANAMID COMPANY, as its ASSIGNEE.

On the \_\_\_3rd \_\_\_ day of \_\_Dezember \_\_\_\_, 1999, personally appeared before me <u>Helmut Sieght ed Baltruschat and Norbert Nelgen</u>, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Notary public

Docket	No:	3351	6-01
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Patent

WITNESS my hand a	nd seal this	day of	, 1999.
Dale Lester Shaner	L.S.		
	Ackno	owledgement	
State of}  County of}		SS:	
	e to be the same p	person described in	peared before meand who executed the foregoing his own free will and for the second se

ASSIGNOR authorizes and requests the Commissioner of Patents to issue any and all

Patent

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

## HERBICIDAL COMPOSITIONS AND METHOD OF SAFENING HERBICIDES USING BENZOTHIAZOLE DERIVATIVES

and invented by ASSIGNOR and the following additional inventors, if any:

and which is foun	d in		
[check and	complete (a), (b), (c), or	(d)]	
(a) 🔀	U.S. patent application	executed o	n even date herewith.
(b) 🗍	U.S. patent application	executed o	n:
(c)	U.S. application Serial	No.	filed on:
(d)	U.S. Patent No.	issued on:	

[also check (e) if foreign application(s) is(are) also being assigned]

(e) and any legal equivalent thereof in a foreign country, including the right to claim priority, including any and all improvements disclosed therein, and in and to all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters patent for said invention in any of said countries in its own name, or in ASSIGNOR's name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefor and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in ASSIGNEE, its successors, assigns or other legal representatives, and that to, at any time, upon the request and at the expense of ASSIGNEE execute any continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to Letters Patent and reissue or re-examination thereof, or any other additional applications of Letters Patent for said invention or any part thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

Dage 7 of 1



Patent

For: For:	<ul><li>☑ U.S. and/or ☑ Foreign Rights</li><li>☑ U.S. Application or ☐ U.S. Patent</li></ul>
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	In consideration of the payment by ASSIGNEE to ASSIGNOR of good and valuable ideration, the receipt of which is hereby acknowledged, IGNOR:
(1)	Full Name of Inventor: Dale Lester Shaner Residence: 73 Irwin Place, Lawrenceville, Mercer, NJ Citizenship: USA
(2)	Full Name of Inventor: Helmut Siegfried Baltruschat Residence: Deyertstrasse 10-12, D-55444 Schweppenhausen, Germany Citizenship: Germany
(3)	Full Name of Inventor: Norbert Nelgen Residence: Auf der Benn 21, D-55270 Jugenheim, Germany Citizenship: Germany
(4)	Full Name of Inventor: Residence: Citizenship:

hereby sells, assigns and transfers to ASSIGNEE:

Full Name of Inventor:

Residence: Citizenship:

(5)

AMERICAN CYANAMID COMPANY Five Giralda Farms Madison, New Jersey 07940-0874

> PATENT of Invention Page 1 of 4 **REEL: 010556 FRAME: 0889**

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