

02-14-2001



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PATENTS ONLY

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

<p>1. Name of conveying party(ies):</p> <p>Stephen Johnston</p>	<p>12. Name and address of receiving party(ies):</p> <p>Cornell Research Foundation, Inc. 20 Thornwood Drive, Suite 105 Ithaca, New York 14850</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date(s):</p> <p>1st Inventor: January 15, 2001 2nd Inventor: 3rd Inventor: 4th Inventor:</p>	
<p>4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is(are):</p> <p>1st (sole) Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:</p> <p>A. Patent Application Nos.: 09/299,426 and 09/315,582</p> <p>B. Patent Nos.: 5,840,481 and 5,580,716</p>	

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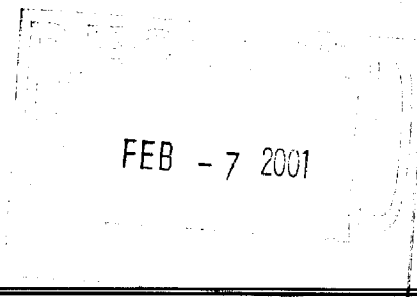
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PATENT
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5. Name and address of party to whom correspondence concerning document should be mailed:

Michael L. Goldman
NIXON PEABODY LLP
Clinton Square
P.O. Box 31051
Rochester, New York 14603

6. Total number of applications and patents involved: 4



7. Total fee (37 CFR 3.41): **\$160.00**

☐ Previously paid (see original transmittal)

☒ A check in the amount of **\$160.00** is enclosed.

8. Deposit Account Number: 14-1138

☐ Charge total fee to account.

☒ Charge any additional fees to account.

DO NOT USE THIS SPACE

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.

Date: February 5, 2001

Edwin V. Merkel
Registration No. 40,087

Certificate of Mailing - 37 CFR 1.8(a)	
I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the date below.	
2/5/01	
Date	Jane C. Wirszyka

[Total number of pages including cover sheet, attachments and document: **8**]

ASSIGNMENT AGREEMENT

THIS AGREEMENT, effective as of the first day of December 2000 (hereinafter "Effective Date") by and between Cornell Research Foundation, having offices at 20 Thornwood Drive, Suite 105, Ithaca, NY 14850 (hereinafter "FOUNDATION") and Stephen Johnston, having an office at University of Texas, Southwest Medical Center at Dallas, 5323 Harry Hines Blvd., Dallas, TX 75390-8573 (hereinafter "JOHNSTON").

WITNESSETH THAT:

WHEREAS, FOUNDATION and JOHNSTON are the joint owners of all those patent applications and patents that embody the parasite derived resistance technology and which are listed in Exhibit 1 (hereinafter, collectively termed the "PDR Patents"); and

WHEREAS, FOUNDATION and JOHNSTON agree that it is in their mutual best interest to cooperate in all aspects of the intellectual property management and licensing of the PDR Patents; and

WHEREAS, in order to accomplish such cooperation, FOUNDATION and JOHNSTON agree that FOUNDATION shall have responsibility for the general management of the PDR Patents and that JOHNSTON shall assign his ownership rights in the PDR Patents to FOUNDATION in exchange for a share of all income generated by the PDR Patents as defined hereinbelow; and

NOW, THEREFORE, for good and valuable consideration, FOUNDATION and JOHNSTON hereby agree as follows:

- 1) The PDR Patents shall mean all those patent applications and patents listed in Exhibit 1 and any continuations, divisionals, continuations-in-part, reissues, as well as patents issuing from such applications, reexamination certificates and extensions thereof.
- 2) JOHNSTON hereby assigns all his right and title to the PDR Patents to FOUNDATION which assignment shall be irrevocable.
- 3) FOUNDATION hereby assumes all the rights and obligations of the licenses previously granted by Johnston to third parties identified in Exhibit 2. However, FOUNDATION does not assume any of JOHNSTON'S obligations to John Sanford as described in those several agreements of Exhibit 2.

- 4) JOHNSTON hereby represents and warrants: (1) that the licenses identified in Exhibit 2 are the only licenses JOHNSTON has granted under the PDR Patents and (2) that he has the full and unfettered authority to enter into this Agreement.
- 5) JOHNSTON shall have no obligation to pay any patent expenses related to the PDR Patents. However, the licensees of those licenses of Exhibit 2 shall retain all such obligations as defined in said licenses.
- 6) JOHNSTON agrees to provide all reasonable assistance necessary to allow FOUNDATION to effectively prosecute, maintain, enforce, manage and license the PDR Patents, including assisting FOUNDATION in connection with interferences in the U.S. Patent and Trademark Office relating to the PDR Patents. Such assistance shall be at no charge to FOUNDATION except that FOUNDATION shall reimburse JOHNSTON for out-of-pocket expenses directly related thereto and for which JOHNSTON has obtained FOUNDATION'S prior approval for incurring such expenses.
- 7)
- 8) FOUNDATION shall assume JOHNSTON'S obligation to Duke University to share in license income according to the Assignment Agreement of Exhibit 3.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in duplicate as of the day and year first above written.

STEPHEN JOHNSTON

By

Title

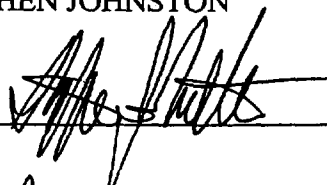
Date

CORNELL RESEARCH FOUNDATION, INC.

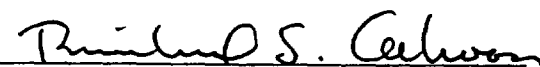
By

Title

Date



Inventor
1/15/01



Richard S. Cahoon
Vice President
January 8, 2001

EXHIBIT 1

PDR Patents

U.S. Patent No. 5,840,481

U.S. Patent No. 5,580,716

U.S. Reissue Patent Application Serial No. 09/299,426

U.S. Patent Application Serial No. 09/315,582

Japan Application No. 61-501776

EPC Application No. 91117193.2

EXHIBIT 2

ASSIGNMENTS AND LICENSES BY STEPHEN JOHNSTON AND LICENSEES:

Exclusive license by Johnston to Sanford Scientific, Inc., effective March 29, 1995

Exclusive, Field of Use (Non-Ornamental Plants) Sublicense by SSI to FMS, effective December 30, 1997

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