

FORM PTO-1595
(Rev. 6-93)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

PATENTS ONLY

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

1. Name of conveying party(ies):
Andreas Kloti (a), Keith Davis (b)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Paradigm Genetics, Inc.

Internal Address: 104 Alexander Drive, Building 2
P.O. Box 14528

Street Address: _____

City: Research Triangle Park State: NC Zip Code: 27709

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Execution Date: 06/14/01 (a)
07/20/01(b)

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: _____

A. Patent Application No.(s) 09/792,568

Additional numbers attached? Yes No

B. Patent No.(s)

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

Name: Joseph T. Majka

Internal Address: Paradigm Genetics, Inc.
Patent and Trademark Dept.

Street Address: 104 Alexander Drive, P.O. Box 14528

City: RTP State: NC ZIP: 27709

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40

Enclosed
 Authorized to be charged to deposit account and any other additional fees required.

8. Deposit account number:
50-0885
(Attach duplicate copy of this page if paying by deposit 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.

Joseph T. Majka
Name of Person Signing
Reg. No. 30,570

Joseph T. Majka
Signature

13 August 2001
Date

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

Docket No. 2051US

PATENT

ASSIGNMENT

For good and valuable consideration paid to us,

- 1) Andreas Klöti of 6 Forest Creek Drive, Durham, North Carolina 27713
- 2) Keith Davis of 4119 Cobblestone Place, Durham, North Carolina 27707

by PARADIGM GENETICS, INC., a corporation organized under the laws of the State of Delaware, having its principal office at 104 Alexander Drive, Building 2, Research Triangle Park, North Carolina 27709 (hereinafter called "PARADIGM GENETICS"), we each do hereby sell, assign and set over unto said PARADIGM GENETICS each of our entire right, title and interest in all countries of the world in and to any and all of all inventions and discoveries in **Novel Selectable Marker in Plants and other Organisms** as described and/or claimed in our application for United States Letters Patent, and subsequently¹ officially identified as:

- (1) Serial Number 09/792,568 filed on February 23, 2001 and in and to any and all non-provisionals, continuations, continuations-in-part (CIP), divisions, international or foreign patent applications claiming priority thereof, and as subsequently¹ officially identified below:
- (2) Serial Number _____ filed on _____,
- (3) Serial Number _____ filed on _____,
- (4) Serial Number _____ filed on _____,
- (5) Serial Number _____ filed on _____,
- (6) Serial Number _____ filed on _____,
- (7) Serial Number _____ filed on _____,
- (8) Serial Number _____ filed on _____,
- (9) Serial Number _____ filed on _____,
- (10) Serial Number _____ filed on _____,
- (11) Serial Number _____ filed on _____,
- (12) Serial Number _____ filed on _____,
- (13) Serial Number _____ filed on _____,
- (14) Serial Number _____ filed on _____,

¹ We hereby authorize PARADIGM GENETICS to insert in this instrument the serial number and the filing date of said application(s) when officially notified thereof.

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(15) Serial Number _____ filed on _____.

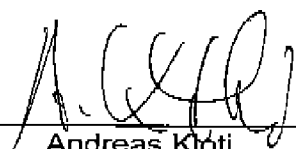
and to any other future improvements, the right to file patent applications in the name of PARADIGM GENETICS, its designee, or in any or all of our names, at its election, on the aforesaid inventions and discoveries in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified United States patent application(s) under the International Convention for the Protection of Industrial Property, under the International American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that issue on any of the aforesaid patent applications, and in and to any reissues, reexams, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said PARADIGM GENETICS, its successors, assigns and other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we Hereby Covenant and agree that we will at any time, upon the request and at the expense of PARADIGM GENETICS, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, and Letters Patent and reissues, renewals and extensions thereof in PARADIGM GENETICS, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of PARADIGM GENETICS, execute any additional or divisional applications for patents for said inventions and discoveries, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of PARADIGM GENETICS, its successors, assigns or other legal representatives.

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PATENT

Executed on this 14. day of June, 2001.



Andreas Klöti

Executed on this 20th day of July, 2001.



Keith Davis