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EXPRESS MAIL NO.: EL6

Form PTO-1595 6/93



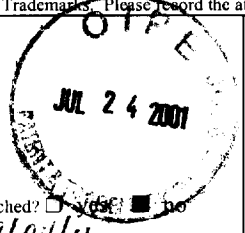
Commerce, U.S. Patent and Trademark Office

101796051

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

1. Name of conveying party(ies):

Steven P. HOLZBERG
Gregory P. POGUE



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

Name: Large Scale Biology Corporation
Street Address: 3333 Vaca Valley Parkway
City: Menlo Park State: CA Zip Code: 95688
Country:

Additional name(s) of conveying party(ies) attached? yes no

07/24/01

Additional name(s) & address(es) attached? yes no

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date(s): July 18, 2001 and July 19, 2001

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).

09/771,009

B. Patent No(s).

Additional numbers attached? yes no

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

Name: **HOWREY SIMON ARNOLD & WHITE, LLP**

Internal Address:

Street Address: 301 Ravenswood Avenue
Box 34

City: Menlo Park State: CA Zip Code: 94025

6. Total number of applications and patents involved

1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

Enclosed

Authorized to be charged to Deposit Account

8. Deposit Account Number: 08-3038

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.

Albert P. Halluin (25,227)
Name of Person Signing
Registration No.

Signature

7/24/01
Date

Total number of pages including cover sheet, attachments and document 7

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

08/01/2001 GTON11 00000181 09771009
01 FC:581 40.00 DP

PATENT
REEL: 012020 FRAME: 0840

ASSIGNMENT

WHEREAS, we, **Steven P. Holzberg and Gregory P. Pogue**, being citizens of the United States of America, residing at **2355, Fairfield Avenue, #20, Fairfield, CA 94533 and 19 Trillick Ct., Vacaville, CA 95688**, respectively, have made new and useful improvements in **Cytoplasmic Inhibition of Gene Expression and Expression of a Foreign Protein in a Monocot Plant by a Plant Viral Vector**, for which an application for Letters Patent of the United States was filed on **January 25, 2001** as Application No. **09/771,009**.

WHEREAS, **Large Scale Biology Corporation**, having a place of business at **3333 Vaca Valley Parkway, Vacaville, CA 95688**, and who, together with its successors and assigns ("Assignee") is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited.

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said application for Letters Patent of the United States, including all claims, if any, for infringement prior to the date of this assignment, the inventions and discoveries described therein, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

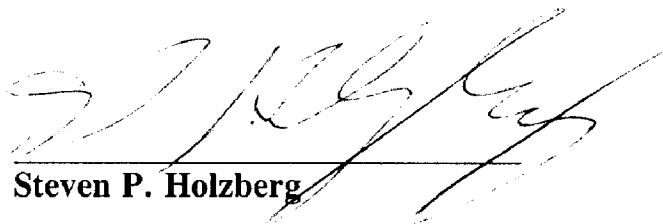
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conception, disclosures, and reduction to practice of said inventions and discoveries; and to testify as to the same in any interference or other litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18th day of

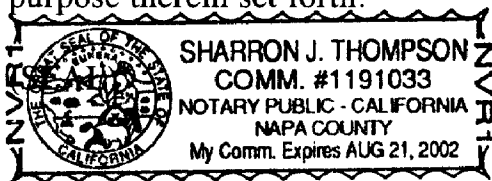
July, 2001.


Steven P. Holzberg

STATE OF California
COUNTY OF Solano

SS:

On this 18th day of July, 2001, before me personally appeared **Steven P. Holzberg**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

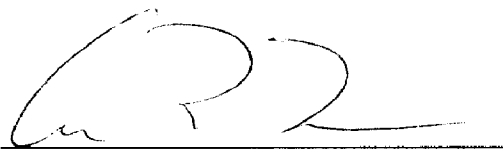



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My Commission Expires: 8/21/02

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 19 day of

July, 2001.

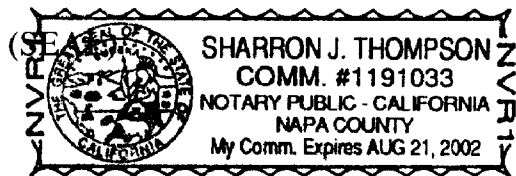


Gregory P. Pogue

STATE OF California
COUNTY OF Solano

SS:

On this 19th day of July, 2001, before me personally appeared **Gregory P. Pogue**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.




NOTARY PUBLIC

My Commission Expires: 8/21/02