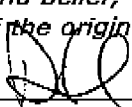


FORM PTO-1595		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
RECORDATION FORM COVER SHEET			
81-01			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): E.I. du Pont de Nemours and Company		2. Name and address of receiving party(ies) Name: Purdue Research Foundation Address: West Lafayette Indiana 47907	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input checked="" type="checkbox"/> Other Donation Agreement and Amendment		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Execution Date: 6/15/01 and 9/27/01			
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) 07/689,042		B. Patent No.(s) 5,182,303	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Greenlee, Winner & Sullivan, P.C.</u> Internal Address: _____ Street Address: <u>5370 Manhattan Circle,</u> <u>Suite 201</u> City: <u>Boulder</u> State: <u>CO</u> ZIP: <u>80303</u>		6. Total number of applications and patents involved: <u>1</u>	
		7. Total fee (37 CFR 3.41): \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit Account Number 07-1969	
DO NOT USE THIS SPACE			
9. Statement and signature <i>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.</i>			
<u>Donna M. Ferber</u> Name of Person signing		 Signature	
		<u>November 5, 2001</u> Date	
Total number of pages including cover sheet, attachments, and document: <u>11</u>			

INTELLECTUAL PROPERTY DONATION AGREEMENT

This Agreement, effective as of the last date of execution hereof between the parties (the "Effective Date"), is by and between:

E. I. du Pont de Nemours and Company, a corporation of the State of Delaware having its principal place of business at 1007 Market Street, Wilmington, Delaware 19808 (hereinafter "DuPont"),

and

Purdue Research Foundation, West Lafayette, Indiana 47907 (hereinafter "PRF") for and on behalf of Purdue University (hereinafter "Purdue").

Article 1—Background

- 1.1 DuPont is the owner of certain patents, patent applications, and incidental Know-How pertaining to two biologically active compounds identified as 78069 and MJ644, and other related compounds (the "Technology"), which have utility in the insect control industry. Purdue University is engaged in the research, development, and dissemination of technologies related to the insect control industry.
- 1.2 DuPont is willing to donate its patents, patent applications, and Know-How pertaining to the Technology to PRF. In turn, PRF is willing to accept the DuPont donation, further evaluate and develop the Technology, where appropriate through Purdue, and maintain the Patent Rights for a minimum period of at least two (2) years following the Effective Date. Accordingly, DuPont and PRF agree to the donation, subject to the terms and conditions set forth in this Agreement.

Article 2—Definitions

As used herein, the term:

- 2.1 "Patent Rights" means the patents and patent applications listed in Appendices A-1 and A-2.
- 2.2 "Know-How" means DuPont's trade secrets related to the Technology, including technical information in DuPont's possession on the Effective Date that it is free to disclose to PRF and Purdue, that is summarized in the reports listed in Appendices B-1

and B-2, and, if given orally under Section 4.1, that is reduced to writing, and identified as Know-How under the terms of this agreement, within thirty (30) days of disclosure.

Article 3—Assignment of Rights

- 3.1** DuPont hereby assigns its entire right, title and interest in the Patent Rights to PRF. DuPont assignment includes granting to PRF, DuPont's right to enforce Patent Rights and to recover damages for any infringement retroactively to the issue date of any patent included in Patent Rights. DuPont shall execute such further documentation as may be reasonably furnished by PRF to vest and record title of the Patent Rights in PRF's name, at PRF's expense.
- 3.2** DuPont further conveys to PRF its entire right, title, and interest in Know-How disclosed to the PRF under this Agreement. Accordingly, DuPont will neither use the Know-How, nor disclose the Know-How to others for use, after the Effective Date. Correspondingly, after the Effective Date, PRF may use the Know-How, and disclose it to others, including by publication, at its sole discretion. PRF shall not use the DuPont name or any DuPont trade name or trademark in any such publication or otherwise in any activity arising out of the subject matter of this donation, nor shall DuPont be identified as the source or originator of any of the information in any such publication, without the prior written consent of DuPont. . Transmission of Know-How to PRF under this Agreement shall be made solely to Office of Technology Commercialization, 1291 Cumberland Ave., Suite F, West Lafayette, Indiana 47906, Attn: Assist. VP and Director.
- 3.3** In addition to the foregoing assignment of the Patent Rights and Know-How and as an additional contribution to PRF, DuPont hereby agrees to pay to PRF the sum of twenty thousand dollars (\$20,000.00) in the form of a restricted grant, which shall be used by PRF either (a) to pay the costs of prosecution and/or maintenance of the Patent Rights or, at its discretion, (b) further develop the Technology in accord with PRF's commitment under Article 1.2 of this Agreement.

Article 4—DuPont Assistance

- 4.1** DuPont will make its employees familiar with the Technology available to Purdue during the first six (6) months following the Effective Date, at times and locations to be agreed upon that are convenient for both parties, in order to assist PRF in the transmission of the Know-How.

- 4.2** DuPont shall cooperate with PRF in the preparation, filing, and prosecution of (i) patent application(s) relying in whole or in part on the filing dates of the Patent Rights for priority, and (ii) such other patent application(s) as PRF may elect to file on inventions contained in the Know-How. PRF shall have sole discretion in the preparation, filing, and prosecution of these patent applications, and shall bear all costs associated therewith, as of the Effective Date. PRF shall reimburse DuPont for any out-of-pocket costs, which are preapproved in writing by PRF and incurred by DuPont, at PRF's request, pursuant to this Article 4.2. DuPont's cooperation under this Article 4.2 shall not include any activity that will cause DuPont to incur any out-of-pocket costs, unless such costs are preapproved in writing by PRF.
- 4.3** Prior to or promptly after execution of this Agreement, PRF shall inform DuPont of the individual or law-firm assuming responsibility for administration of the Patent Rights. DuPont shall deliver files pertaining to the Patent Rights in a timely manner in order that PRF can (i) prepare such documents it desires to evidence the assignment and (ii) undertake orderly administration of the Patent Rights, including, without limitation, prosecution of pending patent applications as PRF deems appropriate.
- 4.4** DuPont shall cooperate with PRF to the extent that DuPont's cooperation may be required in the enforcement or defense of any Patent Rights, or of any patents obtained pursuant to the preceding paragraph. Such assistance shall be provided at times and in a manner that is not unduly disruptive of DuPont's normal course of business. PRF shall reimburse DuPont for the time spent by DuPont employees in these activities requested by PRF, and for DuPont's out-of-pocket costs, which have been preapproved by PRF in writing, including any necessary travel expenses or accommodation. DuPont's cooperation under this Article 4.4 shall not include any activity that will cause DuPont to incur any out-of-pocket costs, unless such costs are preapproved in writing by PRF.

Article 5—Warranties and Liability

- 5.1** DuPont warrants that it owns and has good title to the Patent Rights. DuPont is not aware of any claim, or written threat of claim, that the practice of the Patent Rights would infringe third party patents or other intellectual property rights. Except as set forth above, DuPont makes no warranties with respect to freedom from alleged infringement of third party patents or freedom from third party infringers. DuPont shall not be under any obligation to hold PRF or future licensees, assignees or transferees of PRF harmless against alleged infringement of third party patents. DuPont agrees to inform PRF of any third party patents known as of the Effective Date to employees of DuPont's Crop Protection Products business unit familiar with the Technology, which third party patents may present a freedom to operate issue with respect to the use of the Technology.

- 5.2** DuPont assumes no responsibility whatsoever with respect to the practice of the Know-How and/or Patent Rights by PRF or PRF's licensees, assignees, or transferees. To the extent authorized by law, PRF hereby indemnifies and holds DuPont harmless from any loss, claim, lawsuit, damage to property or the environment, illness or injury (including death), to any person or property, whatever the cause, arising out of or pertaining to the use or practice of the Know-How and/or Patent Rights by PRF, its officers, employees or agents after the Effective Date. PRF also agrees to require all of PRF's future licensees, assignees or transferees to indemnify PRF, Purdue and DuPont for any loss, claim, lawsuit, damage to property or the environment, illness or injury (including death), to any person or property, whatever the cause, arising out of or pertaining to the use or practice of the Know-How and/or Patent Rights, donated to PRF by DuPont, by future licensees, assignees or transferees after the Effective Date.

Article 6—Miscellaneous

- 6.1** This Agreement shall be governed by the laws of the State of Indiana, which shall also be the forum for any disputes arising hereunder.
- 6.2** This Agreement supersedes the confidentiality agreement between the parties dated June 28, 2000, which hereby is null and void.
- 6.3** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No amendment shall be effective unless in writing, signed by both parties hereto.
- 6.4** The parties have caused this Agreement to be signed in duplicate by their duly authorized representatives on the dates set forth below.

Purdue Research Foundation

E. I. du Pont de Nemours and Company

for WPN
By: Elizabeth J. Kuuttila

By: Elmo Beyer

Printed Name: Elizabeth J. Kuuttila

Printed Name: Elmo Beyer

Title: Assistant Vice President and Director

Title: U. P. R + D Strategy & Integration

Date: 6/19/01

Date: 6/25/01

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APPENDIX A-1

BA8780	Substituted Semicarbazone Arthropodocides						
Country	Type	Status	Filing No.	Filing date	Grant No.	Grant date	Expiry
EUR PATENT	European Appln	Granted	89313369	20-Dec-89	377304	09-Mar-94	20-Dec-09
FRANCE	European Appln	Granted		20-Dec-89	377304	09-Mar-94	20-Dec-09
ITALY	European Appln	Granted		20-Dec-89	377304	09-Mar-94	20-Dec-09
SPAIN	European Appln	Granted		20-Dec-89	377304	09-Mar-94	20-Dec-09
JAPAN	PCT Appln	Granted	515832/90	20-Jun-90	2894363	05-Mar-99	20-Jun-10
U. S. A.	Divisional	Granted	07/689042	20-May-92	5182303	26-Jan-93	27-Dec-08 ✓
U. S. A.	Divisional	Granted	08/142568	28-Oct-93	5428027	27-Jun-95	27-Dec-08

APPENDIX A-2

BA9018		Arthropodicial Oxazolines and Thiazolines					
Country	Type	Status	Filing No.	Filing date	Grant No.	Grant date	Expiry
AUSTRALIA	PCT Appln	Granted	75128/94	29-Jul-94	675165	02-Jun-97	29-Jul-14
BRAZIL	Pipeline Appn	Publication	PI110114	14-May-97			04-Aug-13
			5.9				
EUR PATENT	Euro-PCT Appln	Publication	94925087	29-Jul-94			29-Jul-14
FRANCE	Euro-PCT Appln	Designated	94925087	29-Jul-94			29-Jul-14
GREAT BRITAIN	Euro-PCT Appln	Designated	94925087	29-Jul-94			29-Jul-14
GERMANY	Euro-PCT Appln	Designated	94925087	29-Jul-94			29-Jul-14
ITALY	Euro-PCT Appln	Designated	94925087	29-Jul-94			29-Jul-14
SPAIN	Euro-PCT Appln	Designated	94925087	29-Jul-94			29-Jul-14
JAPAN	PCT Appln	Filed	506408/95	29-Jul-94			29-Jul-14
NEW ZEALAND	PCT Appln	Granted	271485	29-Jul-94	271485	24-Mar-97	29-Jul-14
SOUTH AFRICA	National Appln	Granted	94/5784	03-Aug-94	94/5784	24-Apr-96	03-Aug-14
U. S. A.	PCT Appln	Granted	08/586797	01-Feb-96	5686393	11-Nov-97	01-Feb-16
U. S. A.	Divisional	Granted	08/869463	05-Jun-97	5767281	16-Jun-98	01-Feb-16

BA9114		Oxazoline Arthropodicides					
Country	Type	Status	Filing No.	Filing date	Grant No.	Grant date	Expiry
BRAZIL	PCT Appln	Filed	PI970714	07-Jan-97			07-Jan-17
			6.3				
EUR PATENT	Euro-PCT Appln	Publication	97901392	07-Jan-97			07-Jan-17
FRANCE	Euro-PCT Appln	Filed		07-Jan-97			07-Jan-17
GREAT BRITAIN	Euro-PCT Appln	Filed		07-Jan-97			07-Jan-17
GERMANY	Euro-PCT Appln	Filed		07-Jan-97			07-Jan-17
GREECE	Euro-PCT Appln	Filed		07-Jan-97			07-Jan-17
ITALY	Euro-PCT Appln	Filed		07-Jan-97			07-Jan-17
PORTUGAL	Euro-PCT Appln	Filed		07-Jan-97			07-Jan-17
SPAIN	Euro-PCT Appln	Filed		07-Jan-97			07-Jan-17
JAPAN	PCT Appln	Filed	524643/97	07-Jan-97			07-Jan-17
KOREA SOUTH	PCT Appln	Filed	98-705423	07-Jan-97			07-Jan-17
SOUTH AFRICA	National Appln	Granted	97/284	14-Jan-97	97/284	30-Sep-98	14-Jan-17
U. S. A.	PCT Appln	Granted	09/101925	15-Jul-98	6107319	22-Aug-00	15-Jul-18

BA9139		Process and Intermediates for the Preparation of Oxazoline Derivatives					
Country	Type	Status	Filing No.	Filing date	Grant No.	Grant date	Expiry
U. S. A.	PCT Appln	Granted	09/308128	13-May-99	6063932	16-May-00	13-May-19

APPENDIX B-1
KNOW-HOW FOR SEMICARBAZONE TECHNOLOGY

1. Insecticide Candidate 78069 and Its Analogs – Laboratory and Greenhouse Biological Data Summary, September 30, 2000.
2. Insecticide Candidate 78069 – Field Biology Data Summary, September 15, 2000.
3. Insecticide Candidate 78069 – Toxicology, Ecotoxicology, and Environmental Studies Data Summary, September 30, 2000.
4. Process Chemistry Summary Report - 78069, Stephen L. Hartzell, January 12, 2001.
5. 78069 Study Record, W. E. Harris, November 24, 1992.
6. 78069 – Raw Data, Binder #1.
7. Metabolism of DPX-78069 in Potatoes (DuPont Protocol No. AMR 2461-92.)

APPENDIX B-2
KNOW-HOW FOR OXAZOLINE TECHNOLOGY

1. Insecticide Candidate MJ644 and Its Analogs – Laboratory and Greenhouse Biological Data Summary.
2. Insecticide Candidate MJ644 and Related Compounds – Field Biology Data Summary.
3. Insecticide Candidate MJ644 and Related Compounds – Toxicology, Ecotoxicology, and Environmental Studies Data Summary.
4. Process Chemistry Summary Report - MJ644, Stephen L. Hartzell.



ESTABLISHED 1802

E. I. DU PONT DE NEMOURS & COMPANY

INCORPORATED

WILMINGTON, DELAWARE 19898

Thomas S. Woods
 Crop Protection Chemicals Division, S315/1312
 E. I. du Pont de Nemours and Company
 Stine-Haskell Research Center
 Elkton Road
 P.O. Box 30
 Newark, Delaware 19714-0030
 Phone: (302) 451-3365
 Fax: (302) 451-3570

September 10, 2001

Dr. John Synder
 Associate Director
 Office of Technology Commercialization
 Purdue Research Foundation
 1291 Cumberland Avenue
 West Lafayette, IN 47906

Dear John:

We propose amending Appendix A-2 of the Intellectual Property Donation Agreement between E. I. du Pont de Nemours and Company (DuPont) and Purdue Research Foundation (PRF) effective June 25, 2001, to add two additional countries to the patent schedule for BA9018 and to correct a typographical error in the filing number for BA9114. If the attached amended Appendix A-2 meets with your approval, please have the appropriate representative sign and date below to show PRF's acceptance. This amendment will be effective as of June 25, 2001, the effective date of the Intellectual Property Donation Agreement.

Very truly yours,

Thomas S. Woods

ACCEPTED:

PURDUE RESEARCH FOUNDATION

By Elizabeth J. Kuntz

Printed Name Elizabeth J. Kuntz
Assistant Vice President
and Director

Title _____

Date 10/3/01

E.I. DU PONT DE NEMOURS & COMPANY

By James C. BorelPrinted Name James C. BorelTitle Vice-President and General ManagerDate 9/27/01

APPENDIX A2

BA9018		Arthropodocidal Oxazolines and Thiazolines					
Country	Type	Status	Filing No.	Filing date	Grant No.	Grant date	Expiry
AUSTRALIA	PCT Appln	Granted	75128/94	29-Jul-94	675165	02-Jun-97	29-Jul-14
BRAZIL	Pipeline Appn	Publication	PI1101145.9	14-May-97			04-Aug-13
EUR PATENT	Euro-PCT Appln	Publication	94925087.2	29-Jul-94			29-Jul-14
FRANCE	Euro-PCT Appln	Designated	94925087.2	29-Jul-94			29-Jul-14
GREAT BRITAIN	Euro-PCT Appln	Designated	94925087.2	29-Jul-94			29-Jul-14
GERMANY	Euro-PCT Appln	Designated	94925087.2	29-Jul-94			29-Jul-14
GREECE	Euro-PCT Appln	Designated	94925087.2	29-Jul-94			29-Jul-14
ITALY	Euro-PCT Appln	Designated	94925087.2	29-Jul-94			29-Jul-14
PORTUGAL	Euro-PCT Appln	Designated	94925087.2	29-Jul-94			29-Jul-14
SPAIN	Euro-PCT Appln	Designated	94925087.2	29-Jul-94			29-Jul-14
JAPAN	PCT Appln	Filed	506408/95	29-Jul-94			29-Jul-14
NEW ZEALAND	PCT Appln	Granted	271485	29-Jul-94	271485	24-Mar-97	29-Jul-14
SOUTH AFRICA	National Appln	Granted	94/5784	03-Aug-94	94/5784	24-Apr-96	03-Aug-14
U. S. A.	PCT Appln	Granted	08/586797	01-Feb-96	5686393	11-Nov-97	01-Feb-16
U. S. A.	Divisional	Granted	08/869463	05-Jun-97	5767281	16-Jun-98	01-Feb-16

BA9114		Oxazoline Arthropodocides					
Country	Type	Status	Filing No.	Filing date	Grant No.	Grant date	Expiry
BRAZIL	PCT Appln	Filed	PI9707146.3	07-Jan-97			07-Jan-17
EUR PATENT	Euro-PCT Appln	Publication	97901391.9	07-Jan-97			07-Jan-17
FRANCE	Euro-PCT Appln	Filed	97901391.9	07-Jan-97			07-Jan-17
GREAT BRITAIN	Euro-PCT Appln	Filed	97901391.9	07-Jan-97			07-Jan-17
GERMANY	Euro-PCT Appln	Filed	97901391.9	07-Jan-97			07-Jan-17
GREECE	Euro-PCT Appln	Filed	97901391.9	07-Jan-97			07-Jan-17
ITALY	Euro-PCT Appln	Filed	97901391.9	07-Jan-97			07-Jan-17
PORTUGAL	Euro-PCT Appln	Filed	97901391.9	07-Jan-97			07-Jan-17
SPAIN	Euro-PCT Appln	Filed	97901391.9	07-Jan-97			07-Jan-17
JAPAN	PCT Appln	Filed	524643/97	07-Jan-97			07-Jan-17
KOREA SOUTH	PCT Appln	Filed	98-705423	07-Jan-97			07-Jan-17
SOUTH AFRICA	National Appln	Granted	97/284	14-Jan-97	97/284	30-Sep-98	14-Jan-17
U. S. A.	PCT Appln	Granted	09/101925	15-Jul-98	6107319	22-Aug-00	15-Jul-18

BA9139		Process and Intermediates for the Preparation of Oxazoline Derivatives					
Country	Type	Status	Filing No.	Filing date	Grant No.	Grant date	Expiry
U. S. A.	PCT Appln	Granted	09/308128	13-May-99	6063932	16-May-00	13-May-19