09-26-2001 FORM PTO-1619A U.S. Department of Commerce Patent and Trademark Office 101855611 RECORDATION FORM COVER SHEET PATENTS ONLY N1239-001 TO: The Commissioner of Pales and Trademarks: Please record the attached original document(s) or copy(ies). 9-21-01 Submission Type **Conveyance Type** New Security Agreement Assignment Resubmission (Non-Recordation) Document ID# License Change of Name Correction of PTO Error Merger Other Reel # Frame # (For Use ONLY by U.S. Government) Corrective Document Document File Secret File Reel# Frame # Conveying Party(ies) Mark if additional names of conveying parties attached Name (line 1) Limagrain Genetics Corporation **Execution Date** Name (line 2) Second Party Name (line 1) **Execution Date** Name (line 2) **Receiving Party** Mark if additional names of receiving parties attached If document to be recorded Name (line 1) Limagrain Genetics Grande Culture S.A. Name (line 2) French company is an assignment and the receiving party is not Address (line 1) Rue Limagrain BP1 Address (line 2) 63720 Chappes domiciled in the U.S., Address (line 3) FRANCE an appointment of domestic representative is attached.

Enter for the First Receiving Party only.

## **Domestic Representative Name and Address**

Name: Robert J. Jondle

Address (line 1): Rothwell, Figg, Ernst & Manbeck

Address (line 2): 555 13th St., N.W. Address (line 3): Suite 701-East

Address (line 4): Washington, D.C. 20004

FOR OFFICE USE ONLY

**PATENT** 

09/14/2001

09/26/2001 AAHMED1 00000007 5932787

01 FC:581

40.00 OP

**PATENT** REEL: 012177 FRAME: 0641

Form PTO-1619B	Page 2 U.S. Department of Commerce Page 2 Patent and Trademark Office PATENT
Correspondent Name and Address	
Name: Robert J. Jondle Address (line 1): Rothwell, Figg, Ernst & Manbeck Address (line 2): 555 13th St., N.W. Address (line 3): Suite 701-East Address (line 4): Washington, D.C. 20004	Area Code and Telephone Number: 202/783-6040
Pages Enter the total number of pages of the including any attachments	he attached conveyance document # 1
Application Number(s) or Patent Number(s)	Mark if additional numbers attached
Enter either the Patent Application Number or the P	atent Number (DO NOT ENTER BOTH numbers for the same property)
Patent Application Number(s): 5,932,787	Patent Number(s):
If this document is being filed together with a <u>new</u> Patent Application, enter the date of the patent application was signed by the first named executing inventor.	
Patent Cooperation Treaty (PCT)	
Enter PCT application Number only if a U.S. Application Number has not been assigned	
Number of Properties	Enter the total number of properties involved. 1
Fee Amount	Fee Amount for Properties Listed (37 CFR 3.41): \$40.00
Method of Payment: X Enclo	
(Enter for payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number: 02-2135	
	Authorization to charge additional fees: Yes X No
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. Charges to deposit account are authorized, as indicated herein.	
Robert J. Jondle, Reg. No. 33,915  Name of Person Signing	Signature September 19, 2001  Date

PATENT REEL: 012177 FRAME: 0642

## **ASSIGNMENT**

WHEREAS, LIMAGRAIN GENETICS CORPORATION, a Delaware corporation, having its principal offices at P. O. Box 278, Kirkland, Illinois 60146, is the owner by assignment, as shown in the records of the U. S. Patent and Trademark Office at reel and frame 8654/0061, of the United States Patent Number 5,932,787 issued August 3, 1999, hereinafter referred to as "SAID PATENT" and "SAID INVENTION"; and

WHEREAS, LIMAGRAIN GENETICS GRANDES CULTURES S.A., a French company, having its principal offices at Rue Limagrain BP1, 63720 Chappes, France is desirous of obtaining the entire right, title and interest in, to and under the SAID PATENT;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said LIMAGRAIN GENETICS CORPORATION has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said LIMAGRAIN GENETICS GRANDES CULTURES S.A., its successors, legal representatives and assigns, the entire right, title and interest in, to and under the SAID PATENT and SAID INVENTION, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be filed for SAID INVENTION in any country or countries foreign to the United States, and all Letters Patent which may be granted for SAID INVENTION in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of applications for SAID PATENT which are created by any law, treaty or international convention, to the full end of the terms for which the SAID PATENT were granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made, including all rights to recover damages for any and all past infringement of SAID INVENTION and SAID PATENT; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for SAID INVENTION to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting SAID PATENT and SAID INVENTION, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for SAID INVENTION in all countries.

IN TESTIMONY WHEREOF, ASSIGNOR's duly authorized representative has set his hand and seal this day of September, 2001.

LIMAGRAIN GENETICS CORPORATION

Raphael Journel

President and CEO

STATE OF MALLIA )

(COLINTY OF HAM (From )

On this Had day of September, 2001, personally appeared Raphael Journel to me, known to be the President and CEO of Limagrain Genetics Corporation, the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said assignor and pursuant to authority duly received.

, Notary Public

My comession expires Nov 11, 2001

PATENT

**REEL: 012177 FRAME: 0643** 

RECORDED: 09/21/2001