

Docket No. AM100161-01 Patent

U.S. DEPARTMENT OF COMMERCE PATENT AND TRADEMARK OFFICE

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Helmut S. Baltruschat Axel Kleemann Thomas Maier Stefan Scheiblich

10/19/01

Additional name(s) of conveying party(ies) attached: [] Yes [X] No

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

BASF Aktiengesellschaft Carl-Bosch-Strasse 38 D-67056 Ludwigshafen,Germany

Additional name(s) and address(es) attached: [] Yes [X] No

3. Nature of conveyance:

[X] Assignment [] Other Execution Date: August 15, 2001, September 3, 2001, September 18, 2001, and September 24, 2001.

- 4. Application number(s) or patent number(s): 09/861006 If this document is being filed together with a new application, the execution date of the application is
 - A. Patent Application Number(s):
 - B. Patent Number(s):
 Additional numbers attached?
 [] Yes
 [X] No

10/25/2001 LMUELLER 00000192 021197 09861006 01 FC:581 40.00 CH

[ASNCVR.DOT- Rev 2/24/97]

Page 1 of 2

Recordation Form Cover Sheet



Docket No. AM100161-01 Patent

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

Name: Susan A. Shaw

Intellectual Property Department BASF CORPORATION 3000 Continental Drive - North Mount Olive, New Jersey 07828-1234 Telephone No. (973) 426 - 3293 Facsimile No. (973) 426 - 3285

- 6. Total number of applications and patents involved: 1
- 7. Total Fee (37 CFR 3.41): \$40.00
 [] Enclosed
 [X] Authorized to be charged to deposit account.
- 8. Deposit Account Number: 02-1197

(Attach duplicate copy of this page if paying by deposit account).

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.

Barbara V. Maurer

Reg. No. 31,278

At 16, 2001 Date

Total number of pages including cover sheet, attachments, and documents: (not including additional copy of this cover sheet for deposit account charging purposes.)

Recordation Form Cover Sheet

PATENT REEL: 012275 FRAME: 0820

For: \boxtimes U.S. and/or \boxtimes Foreign RightsFor: \boxtimes U.S. Application or \square U.S. Patent

Assignment of Invention

In consideration of the payment by ASSIGNEE to ASSIGNOR of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR:

- Full Name of Inventor: Helmut Siegfried Baltruschat Residence: Deyertstrasse 10-12, D-55444 Schweppenhausen, Germany Citizenship: Germany
- (2) Full Name of Inventor: Axel Kleemann Residence: Falkensteiner Strasse 40, D-61462 Königstein, Germany Citizenship: Germany
- (3) Full Name of Inventor: Thomas Maier Residence: Haydnweg 6, D-78333 Stockach, Germany Citizenship: Germany
- (4) Full Name of Inventor: Stefan Scheiblich Residence: Backhaushohl 15, D-55128 Mainz, Germany Citizenship: Germany

hereby sells, assigns and transfers to ASSIGNEE:

BASF Aktiengesellschaft Carl-Bosch-Strasse 38 D-67056 Ludwigshafen, Germany

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

Method of Combating Undesired Plant Growth on Cereals

and invented by ASSIGNOR and the following additional inventors, if any:

and which is found in

- [check and complete (a), (b), (c), or (d)]
- (a) U.S. patent application executed on even date herewith.
- (b) U.S. patent application executed on:
- (c) 🕅 U.S. application Serial No. 09/861006 filed on: May 18, 2001
- (d) U.S. Patent No. issued on:

[also check (e) if foreign application(s) is(are) also being assigned]

Page 1 of 5

Docket No. AM100161-01 Patent and any legal equivalent thereof in a foreign country, including the right to claim priority, including any and all improvements disclosed therein, and in and to all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters patent for said invention in any of said countries in its own name, or in ASSIGNOR's name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefor and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in ASSIGNEE, its successors, assigns or other legal representatives, and that to, at any time, upon the request and at the expense of ASSIGNEE execute any continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to Letters Patent and reissue or re-examination thereof, or any other additional applications of Letters Patent for said invention or any part thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid applications to said BASF Aktiengesellschaft, as its ASSIGNEE.

WITNESS my hand and seal this <u>15th</u> day of <u>August 2001</u>, 2001.

and Sicafried Cathersch

(e) 🕅

L.S.

Acknowledgement

State of 55444 Schweppenhausen

County of _____ }

On the <u>15th</u> day of <u>August</u>, 2001, personally appeared before me <u>Helmut Siegfried Baltruschat</u> known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

SS:

Page 2 of 5

PATENT REEL: 012275 FRAME: 0822 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters patent for said invention in any of said countries in its own name, or in ASSIGNOR's name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefor and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in ASSIGNEE, its successors, assigns or other legal representatives, and that to, at any time, upon the request and at the expense of ASSIGNEE execute any continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to Letters Patent and reissue or re-examination thereof, or any other additional applications of Letters Patent for said invention or any part thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid applications to said BASF Aktiengesellschaft, as its ASSIGNEE.

WITNESS my hand and seal this _	03rd	day of	September	, 2001.				
Alu allance	~							
Axel Kleemann L.S.				L.S.				
Acknowledgement								
State of <u>61462 Königstein</u> }								
County of	}			SS:				
On the <u>3</u> day of <u>Septanbe</u> be the same person described in and who same, of his own free will and for the purpo	executed t	he foregoi	y appeared before n ing instrument, and	me <u>Axel Kleemann</u> known by me to I acknowledged that he executed the				
			Sh. Keela	avi				

SHARIYAR TAGHAVI - MOGHADAM

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters patent for said invention in any of said countries in its own name, or in ASSIGNOR's name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefor and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in ASSIGNEE, its successors, assigns or other legal representatives, and that to, at any time, upon the request and at the expense of ASSIGNEE execute any continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to Letters Patent and reissue or re-examination thereof, or any other additional applications of Letters Patent for said invention or any part thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid applications to said BASF Aktiengesellschaft, as its ASSIGNEE.

WITNESS my hand and seal this _	18th	day of Septemb	er, 20	01.	
Thomas Maier L.S.				L.S.	
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Ackn	nowledgement	~~~~~~~~~~	~~~~~~	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
State of 78333 Stockach }					
County of	}		SS:		
1 M 3					

On the  $\frac{18}{2000}$  day of  $\frac{2000}{2000}$ , 2001, personally appeared before me <u>Thomas Maier</u> known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

1 aut place

Page 4 of 5

PATENT REEL: 012275 FRAME: 0824 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters patent for said invention in any of said countries in its own name, or in ASSIGNOR's name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefor and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in ASSIGNEE, its successors, assigns or other legal representatives, and that to, at any time, upon the request and at the expense of ASSIGNEE execute any continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to Letters Patent and reissue or re-examination thereof, or any other additional applications of Letters Patent for said invention or any part thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid applications to said BASF Aktiengesellschaft, as its ASSIGNEE.

WITNESS my hand and seal th	nis <u>24th</u>	day of <u>Sep</u> t	<u>tember ,</u> 2001.	
Stefan Scheiblich L.S	5.			L.S.
	Ackr	owledgement		
State of <u>55128 Mainz</u> }			SS:	
County of	}			

On the <u>24th</u> day of <u>September</u>, 2001, personally appeared before me <u>Stefan Scheiblich</u> known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Birsit Masjost

Page 5 of 5

## PATENT REEL: 012275 FRAME: 0825

**RECORDED: 10/19/2001**