

WHEREAS, we John Shanklin and Edgar B. Cahoon, citizens of the United States, respectively, residing in Shoreham, County of Suffolk, State of New York, and in Wilmington, County of _____ State of Delaware, have invented certain new and useful improvements in "Mutant Fatty Acid Desaturase", for which we filed an application for United States Letters Patent identified as BSA 02-01; and executed by us on 12/3/01 and 12/10/01; and;

WHEREAS, the Brookhaven Science Associates desires to acquire the entire right, title, and interest in and to the said invention and in and to any Letters Patent wherever they may be issued thereon;

WHEREAS, the Brookhaven Science Associates has elected to take title to said invention pursuant to P.L. 98-620 and has informed the U.S. Department of Energy of that election and the U.S. Department of Energy has not exercised any exceptions thereto under either 401.3(a)(2) or (3) of P.L. 98-620, but retains the right to do so;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar to us in hand paid by said Brookhaven Science Associates and for other good and valuable consideration, the receipt of which is hereby acknowledged, we by these presents do sell, assign, and transfer unto the said Brookhaven Science Associates the entire right, title, and interest in and to the said invention and in and to any and all Letters Patent wherever they may be granted thereon as well as reissues and extensions of said Letters Patent, the same to be held and enjoyed by the said Brookhaven Science Associates to the full end of the term or terms for which Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held or enjoyed by us had this assignment not been made.

We agree to make, execute, and deliver unto the Brookhaven Science Associates any and all papers, documents, affidavits, renewal, divisional and reissue applications, statements, or other instruments in such usual or other forms, terms, and contents as may be required by the Brookhaven Science Associates, or its duly authorized representative, in or incident to the prosecution or conduct of any and all applications, before as well as after the issuance of any Letters Patent thereon, or in the adjustment or settlement of any interferences or other actions or proceedings that said applications may encounter or in which they may become involved, and we agree that we will aid the Brookhaven Science Associates in every way in protecting the invention as may be requested by the Brookhaven Science Associates or its assigns, except that any expenses arising through extending such assistance will be paid for by proper arrangement with the Brookhaven Science Associates

WITNESS:

J. Wolochuk

John Shanklin

(SEAL)

Date 12/03/01

WITNESS:

Edgar B. Cahoon

Edgar B. Cahoon

(SEAL)

Date 12/10/01

Approved and consented to this 31st day of December, 2001.

ATTEST:

Margaret C. Bogosian
By MARGARET C. BOGOSIAN
Its PATENT COUNSEL