

10/380913

A/D 581-40



Tab settings To the Honorable Commissioner

Attached original documents or copy thereof.

102425914

1. Name of conveying party(ies):  
 KASUKABE Yoshihisa  
 IHARA Izumi  
 TACHIBANA Shoji

Additional name of conveying party(ies) attached?  Yes  No

32003

2. Name and address of receiving party(ies)  
 Name: TOYOBO RESEARCH CENTER CO., LTD.  
 Internal Address: 2-8, Dojimahama 2-chome, Kita-ku,  
 Osaka-shi, OSAKA 530-8230

JAPAN

Street Address:  
 City: State: Zip:  
 Additional Name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: March 7, 2003

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: March 20, 2003

A. Patent Application No.(s) B. Patent No.(s)

10380913

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning this document should be mailed:  
 Name: Teresa A. Lavenue  
 Internal Address: KENYON & KENYON  
 Street Address: 1500 K Street, N.W., Suite 700  
 City: Washington State: D.C. Zip: 20005

6. Total number of applications and patents involved:  
 7. Total fee (37 CFR 3.41) . . . . . \$ 40.0  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
KENYON & KENYON 11-0600

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

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.*  
Teresa A. Lavenue (Reg. No. 47,737) [Signature] 20 March, 2003  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

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

ASSIGNMENT

WHEREAS, we, 1) KASUKABE Yoshihisa, 2) IHARA Izumi, and  
3) TACHIBANA Shoji  
residing at  
1) c/o TOYOBO RESEARCH CENTER CO., LTD., 1-1, Katata 2-chome, Otsu-shi, Shiga 520-0292, Japan  
2) c/o TOYOBO RESEARCH CENTER CO., LTD., 1-1, Katata 2-chome, Otsu-shi, Shiga 520-0292, Japan  
3) 745, Hagino, Geino-cho, Age-gun, Mie 514-2214, Japan

(hereinafter also referred to as "the Assignor"); have invented new and useful improvements in PLANTS HAVING IMPROVED TOLERANCE TO VARIOUS TYPES OF ENVIRONMENTAL STRESS, THEIR PRODUCTION, AND POLYAMINE METABOLISM-RELATED ENZYME GENES, for which an application for United States Letters Patent was filed in the U.S. Patent and Trademark Office on March 20, 2003 and assigned Serial No. \_\_\_\_\_; and

WHEREAS, TOYOBO RESEARCH CENTER CO., LTD., organized and existing under and by virtue of the laws of the State of Japan, having an office at 2-8, Dojimahama 2-chome, Kita-ku, Osaka-shi, Osaka 530-8230, Japan, (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest in and to the application and invention therein described and claimed and any Letters Patent that may be issued upon the application or for the improvements therein contained.

NOW, THEREFORE, in consideration of One U.S. Dollar (U.S. \$1.00) and other 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 inventions and discoveries, said application for Letters Patent of the United States of America, 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 names 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; and 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 conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN TESTIMONY WHEREOF, we have hereunto set our hand and seal this 7th day of March, 2003 .

| INVENTORS  | DATE SIGNED          |
|--|----------------------|
| 1) <u>Yoshihisa Kasukabe</u><br>Name: KASUKABE Yoshihisa | <u>March 7, 2003</u> |
| 2) <u>Izumi Ihara</u><br>Name: IHARA Izumi               | <u>March 7, 2003</u> |
| 3) <u>Shoji Tachibana</u><br>Name: TACHIBANA Shoji       | <u>March 7, 2003</u> |
| 4) _____<br>Name: _____                                  | _____                |
| 5) _____<br>Name: _____                                  | _____                |
| 6) _____<br>Name: _____                                  | _____                |

DC366948v1