

09-02-2003



Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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**PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Olivier Zink (05/21/2003), Eric Paget (05/14/2003),  
Anne Rolland (05/20/2003), Alain Sailland (05/13/2003),  
and Georges Freyssinet (05/16/2003)

Additional name(s) of conveying party(ies)  
attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: see Box 1, conveying parties

2. Name and address of receiving party(ies)

Name: Bayer CropScience, S.A.

Internal Address: \_\_\_\_\_

Street Address:

Patents & Licensing Department  
14-20, rue Pierre Baizet  
B. P. 9163

City: Lyon

Country: France

Zip: F-69263

Additional name(s) &  
address(es) attached:

☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is:

A. Patent Application No.(s):

10/415302

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: William E. McShane  
CONNOLLY BOVE LODGE & HUTZ LLP

Internal Address: Atty. Dkt.: 05500-00118-US

Street Address:  
P. O. Box 2207

City:  
Wilmington

State: DE Zip: 19899-2207

6. Total number of applications and  
patents involved:

1

7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

☐ Authorized to be charged to credit card  
(Form 2038 enclosed)

8. Deposit account number:

03-2775

(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.*

William E. McShane - 32,707

Name of Person Signing

William E. McShane Signature

08/27/03 Date

Total number of pages including cover sheet, attachments, and documents: 10

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: 8/27/03

Signature: Barbara J. Miller

(Barbara J. Miller)

09/02/2003 8TON11

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**PATENT**  
**REEL: 014432 FRAME: 0947**

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Olivier Zink; Eric Paget; Anne Rolland; Alain Sailland; and Georges Freyssinet (hereinafter referred to as Assignors), residing at 1 place du Sauvage, 63000 Clermont-Ferrand, FRANCE; 123 avenue du General de Gaulle, Caluire 69300, FRANCE; 41 rue Louis Bouquet, Lyon 69009, FRANCE; 47 chemin de Crecy, 69370 Saint-Didier-Au-Mont-D'or, FRANCE; and 21 rue de Nervieux, Saint-Cyr-Au-Mont-D'or 69450, FRANCE, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in HERBICIDE-TOLERANT PLANTS THROUGH BYPASSING METABOLIC PATHWAY, set forth in a Patent application for Letters Patent of the United States, already filed on April 28, 2003 as U.S. application No. 10/415,302, (which is also known as attorney docket no. PM00077 or (5500\*118) and is the U. S. National Stage Application for International Application No. PCT/FR01/03364 (WO 02/36787)); and

**WHEREAS**, Bayer CropScience, S.A., a Corporation organized under and pursuant to the laws of France having its principal place of business at Lyon, FRANCE (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent

may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

# CONNOLLY BOVE LODGE & HUTZ LLP

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| Burton A. Amernick | 24,852 | Christine M. Hansen    | 40,634 | C. Keith Montgomery     | 45,254 |
| Joseph Barrera     | 44,522 | Daniel J. Harbison     | 47,631 | Daniel C. Mulveny       | 45,897 |
| Richard M. Beck    | 22,580 | Liza D. Hohenschutz    | 33,712 | Thor B. Nielsen         | 45,528 |
| Oleh V. Bilynsky   | 50,563 | Larry J. Hume          | 44,163 | Gerard M. O'Rourke      | 39,794 |
| Mary W. Bourke     | 30,982 | Rudolf E. Hutz         | 22,397 | James M. Olsen          | 40,408 |
| Gary A. Bridge     | 44,560 | Wayne C. Jaeschke      | 21,062 | George R. Pettit        | 27,369 |
| Paul E. Crawford   | 24,397 | Christopher E. Jeffers | 51,274 | Ashley I. Pezzner       | 35,646 |
| Francis Digiovanni | 37,310 | Morris Liss            | 24,510 | Harold Pezzner          | 22,112 |
| Eric J. Evain      | 42,517 | Zhun Lu                | 53,242 | Thomas F. Poche         | 45,017 |
| John A. Evans      | 44,100 | Susan E. Shaw McBee    | 39,294 | Patricia Smink Rogowski | 33,791 |
| Mark E. Freeman    | 48,143 | Robert G. McMorow      | 30,962 | Helena C. Rychlicki     | 48,179 |
| Stanley B. Green   | 24,351 | William E. McShane     | 32,707 | Myron Keith Wyche       | 47,341 |
| Brian J. Hairston  | 46,750 | Elliot C. Mendelson    | 42,878 |                         |        |

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Olivier Zink

Date

Eric Paget

Date

Anne Rolland

Date

Alain Sailland

Date

Georges Freyssinet

Date

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\_\_\_\_\_  
Olivier Zink

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Paget

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anne Rolland

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alain Sailland

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Olivier Zink



Date

le 21 mai 2003

Eric Paget

Date

Anne Rolland

Date

Alain Sailland

Date

Georges Freyssinet

Date