

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Andreas Pries	12/29/1995
RECEIVING PARTY DATA	
Name:	Monsanto Company
Street Address:	800 North Lindberg Boulevard
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63167
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	09779427
Patent Number:	6011144
CORRESPONDENCE DATA	
Fax Number:	(404)879-2160
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(404) 879-2157
Email:	suzy@pabstpatent.com
Correspondent Name:	Patrea L. Pabst, Esq.
Address Line 1:	400 Colony Square, Suite 400
Address Line 2:	Pabst Patent Group LLP
Address Line 4:	Atlanta, GEORGIA 30361
NAME OF SUBMITTER:	Susan Vincent
Total Attachments: 8 source=MOBT 152 Assignment from Pries to Monsants#page1.tif source=MOBT 152 Assignment from Pries to Monsants#page2.tif source=MOBT 152 Assignment from Pries to Monsants#page3.tif source=MOBT 152 Assignment from Pries to Monsants#page4.tif	

CH \$80.00 09779427

500000183

PATENT
REEL: 014634 FRAME: 0158

source=MOBT 152 Assignment from Pries to Monsants#page5.tif
source=MOBT 152 Assignment from Pries to Monsants#page6.tif
source=MOBT 152 Assignment from Pries to Monsants#page7.tif
source=MOBT 152 Assignment from Pries to Monsants#page8.tif

[File:UEB\PR43011.doc, Transfession of Assignment Agreement 04.09.1995
P4433134.7, Mikrobielle Biopolymere
Dr. Pries, Andreas, Bad Reichenhall / MONSANTO]



ORIGINAL

Assignment Agreement

between Dr. Andreas PRIES and MONSANTO

5

Preamble

Dr. Andreas Pries, Nonnerstr. 4, 83435 Bad Reichenhall, Germany (hereinafter PRIES) is stated as co-inventor in the German patent application No. P 44 33 134.7 having the title "Verfahren zur Herstellung von Polyhydroxyfettsäuren sowie rekombinanter Bakterienstämme zur Durchführung des Verfahrens" (Method for producing polyhydroxyfatty acids as well as recombinant bacterial strains for carrying out the method) (hereinafter DE-BUCK), filed with the German Patent Office on September 16, 1994. The proprietor of DE-BUCK is the BUCK-Werke GmbH & Co., Geislingerstr. 21, D-73337, Germany (hereinafter BUCK), of which PRIES is an employee. BUCK assigned the rights (hereinafter FOREIGN RIGHTS) for filing foreign applications, which claim the priority of DE-BUCK, to PRIES with the Declaration of Release dated June 6, 1995. PRIES accepted this assignment with declaration dated June 14, 1995.

PRIES wishes to assign his FOREIGN RIGHTS to the MONSANTO COMPANY, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167, U.S.A. (hereinafter MONSANTO).

MONSANTO wishes to acquire the FOREIGN RIGHTS from PRIES.

1. Assignment of the FOREIGN RIGHTS

PRIES herewith assigns the FOREIGN RIGHTS in the DE-BUCK to MONSANTO which herewith accepts the assignment.

[File UEB\PR43011.doc. Translation of Assignment Agreement 04.09.1995
P4433134.7, Mikrobielle Biopolymere
Dr. Pries, Andreas, Bad Reichenhall / MONSANTO]



MONSANTO will thus be entitled to file foreign applications in countries of its choice in its own name. In particular, MONSANTO will be entitled to file an application pursuant to the Patent Cooperation Treaty (PCT).

5 PRIES surrenders any rights to use the subject matter applied for in countries in which MONSANTO filed applications or in countries which were designated in a possible PCT application. This shall also apply mutatis
10 mutandis to regional patent areas such as, for example, the countries united in the European Patent Convention (EPC).

Both parties agree that such foreign applications may at present only be filed as joint applications by MONSANTO and
15 BUCK for reasons of legal certainty for MONSANTO, however, without any rights or obligations for BUCK.

All parties involved agreed upon filing a PCT-application with the German Patent Office, official file number
20 PCT/DE95/01279 (Annex I), on 15.09.1995 in order to meet the priority term.

The costs of such foreign applications shall be borne by MONSANTO.

25 2. Re-assignment of the Priority Right Arising from DE-BUCK

PRIES affirms that he re-assigned the priority right from the DE-BUCK to BUCK. BUCK will make a declaration of
30 assignment of the priority right in a separate agreement in favour of MONSANTO.

3. Necessary Signatures and Cooperation

35 PRIES undertakes to give the necessary signatures for all foreign applications, e.g. for the United States of

(File:UEBVPR43011.doc, Translation of Assignment Agreement 04.09.1985
P4433134.7, Mikrobielle Biopolymere
Dr. Pries, Andreas, Bad Reichenhain / MONSANTO)



America. PRIES further arranged that the co-inventors also undertake to give the necessary signatures (Annex II).

5 PRIES further undertakes, in the case of technical questions as might arise in the course of the individual national granting procedures and/or in the course of the international preliminary examination or in any other procedure related to the subject matter of this foreign application, to make his knowledge concerning his invention
10 available to MONSANTO and/or representatives thereof to the best of his knowledge for the purpose of these procedures.

4. Financial Obligation of MONSANTO

15 MONSANTO undertakes to transfer the non-recurring net amount of US\$60,000 (sixty thousand US Dollars) [hereinafter transfer amount] within ten days after signing of this Agreement by the last party to the agreement without deductions to the following account of PRIES:

20 Bank: Sparkasse Berchtesgadener Land
Bank Code No.: 71050000
Account No.: 5088943

25 MONSANTO shall bear all bank fees necessary for this transfer.

MONSANTO furthermore undertakes to take over all costs for negotiating this Agreement by patent attorney Dr. Jürgen
30 Kaiser, KUHNEN, WACKER & PARTNERS (hereinafter KWP), Alois-Steinecker-Str. 22, 85354 Freising, Germany. In this respect, KWP will separately invoice MONSANTO.

MONSANTO furthermore undertakes to observe secrecy vis-à-
35 vis third parties in respect of the transfer amount.

[File:UEB\PR43011.doc, Translation of Assignment Agreement 04.09.1995
P4433134.7, Mikrobielle Biopolymere
Dr. Pries, Andreas, Bad Reichenhall / MONSANTO]



5. Entering into Effect

Both parties agree that this Assignment Agreement enters into effect only with the crediting of the above-specified
5 account of PRIES with the full transfer amount.

6. Applicable Law and Place of Venue

German law shall be applied to this Agreement. For all
10 disputes arising from this Agreement, the Landgericht
München I (District Court Munich I) shall have
jurisdiction.

7. Salvatorian Clause

15 Should any provision of this agreement be invalid or
unenforceable or should the contract contain an omission,
the remaining provisions shall be valid. In the place of an
invalid provision, a valid provision is presumed to be
20 agreed upon by the parties, which comes economically
closest to the one actually agreed upon; the same shall
apply in the case of an omission.

8. Language of the Agreement

25 This Agreement has been made in the German and English
languages. Both versions are equally binding. In cases of
doubt, however, the German version shall be relevant.

30

On behalf of MONSANTO

Dr. Andreas Pries

Name Hendrik A. Verfaillie
Executive Vice President

35 Signature

Signature

[File:UEB\PR43011.doc, Translation of Assignment Agreement 04.09.1995
P4433134.7, Mikrobielle Biopolymere
Dr. Price, Andreas, Bad Reichenhall / MONSANTO]

Place *Bad Reichenhall*

Place St. Louis, Missouri

Date *29.12.1995*

Date February 28, 1996

5

Annexes I and II

19-DEZ-1995 18:28

BUCK WERKE GMBH & CO

+49 8651 78378 S.02

[FAB/DRA/KAPR/43012.doc] 19.12.95
 Mikrobielle Doppelantenne
 PCT/DE95/01279



Anlage II
 Annex II

ERKLÄRUNG

Ich, Prof. Dr. Alexander Steinbüchel, erkläre hiermit, daß ich sämtliche für Auslandsanmeldungen erforderliche Unterschriften, welche auf der PCT-Anmeldung PCT/DE95/01279 basieren, leisten werde.

Mit dieser Unterschrift entstehen für mich keinerlei Verpflichtungen, und ich werde keinerlei Ansprüche gegen den oder die Anmelder geltend machen.

Diese Erklärung ist in deutsch und englisch abgefaßt. Beide Fassungen sind gleichermaßen verbindlich.

DECLARATION

I, Prof. Dr. Alexander Steinbüchel, declare herewith that I will give all necessary signatures for foreign applications, which are based on the PCT-application PCT/DE95/01279.

There will not result any obligations for me from my signature, and I will not assert any claims against the applicant.

The present Declaration has been drafted in German and English. Both versions are equally binding.

Heister
 Müllingen, den 19.12.1995
 A. Steinbüchel
 Prof. Dr. Alexander Steinbüchel

GESAMT SEITEN 82

19-DEZ-1995 18:11

BUCK WERKE GMBH & CO

+49 8651 70370 5.02

(File:BRANKA/PCT/DE95/01279.doc) 18.12.95
Matthias Liebergessel
PCT/DE95/01279



Anlage II
Annex II

ERKLÄRUNG

Ich, Dr. Matthias Liebergessel, erkläre hiermit, daß ich sämtliche für Auslandsanmeldungen erforderliche Unterschriften, welche auf der PCT-Anmeldung PCT/DE95/01279 basieren, leisten werde.

Mit dieser Unterschrift entstehen für mich keinerlei Verpflichtungen, und ich werde keinerlei Ansprüche gegen den oder die Anmelder geltend machen.

Diese Erklärung ist in deutsch und englisch abgefaßt. Beide Fassungen sind gleichermaßen verbindlich.

DECLARATION

I, Dr. Matthias Liebergessel, declare herewith that I will give all necessary signatures for foreign applications, which are based on the PCT application PCT/DE95/01279.

There will not result any obligations for me from my signature, and I will not assert any claims against the applicant.

The present Declaration has been drafted in German and English. Both versions are equally binding.

Münster
Böblingen, den 20.10.95


Dr. Matthias Liebergessel

GESAMT SEITEN 02

15-DEZ-1995 15:17

BUCK HEFYE DIRM . . .

-49 8651 70270 4.02.92

(File:BRANKA/PRA0017.doc) 19.12.95
 Adämbolizin Diopolymer
 PCT/DE95/01279



Anlage II

Anlage II

ERKLÄRUNG

Ich, Dr. Henry Valentin, erkläre hiermit, daß ich sämtliche für Auslandsanmeldungen erforderliche Unterschriften, welche auf der PCT-Anmeldung PCT/DE95/01279 basieren, leisten werde.

Mit dieser Unterschrift entstehen für mich keinerlei Verpflichtungen, und ich werde keinerlei Ansprüche gegen den oder die Anmelder geltend machen.

Diese Erklärung ist in Deutsch und Englisch abgefaßt. Beide Fassungen sind gleichermaßen verbindlich.

DECLARATION

I, Dr. Henry Valentin, declare herewith that I will give all necessary signatures for foreign applications, which are based on the PCT application PCT/DE95/01279.

There will not result any obligations for me from my signature, and I will not assert any claims against the applicant.

The present Declaration has been drafted in German and English. Both versions are equally binding.

Hannover, den 19. Dezember 1995

Henry Valentin
 Dr. Henry Valentin

GESAMT SEITEN 02