

12-23-2003



102630431

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

## 1. Name of conveying party(ies):

Michel Matringe (12/02/2003)  
Pascal Rippert (10/21/2003)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:

City: Lyon

State: 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):

10/433,556

B. Patent No.(s):

Additional numbers attached?

☐ Yes☒ No5. 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.: 05500-00120-US

Street Address:

1007 North Orange Street

P.O. Box 2207

City:  
Wilmington

State: DE Zip: 19899

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

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 5

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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: 12/15/03

Signature:

Barbara J. Miller (Barbara J. Miller)

12/22/2003 DBYRNE

01 FC:8021

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Michel Matringe and Pascal Rippert (hereinafter referred to as Assignors), residing at <sup>35 av. Rhin et Danube, 38100 GRENOBLE</sup>~~5 chemin de Montpellas, 69009 Lyon, FRANCE~~; and Hochstrasse 20, CH-8044, Zurich, SWITZERLAND, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in NOVEL TARGETS FOR HERBICIDES AND TRANSGENIC PLANTS RESISTANT TO SAID HERBICIDES, set forth in a Patent application for Letters Patent of the United States, already filed on June 4, 2003, and has been assigned U.S. application No. 10/433,556; 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

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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:

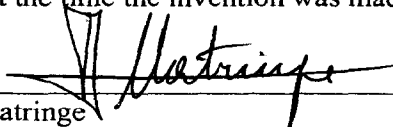
**CONNOLLY BOVE LODGE & HUTZ LLP**

Burton A. Amernick	24,852	Christine M. Hansen	40,634	Elliot C. Mendelson	42,878
Joseph Barrera	44,522	Daniel J. Harbison	47,631	C. Keith Montgomery	45,254
Richard M. Beck	22,580	Liza D. Hohenschutz	33,712	Daniel C. Mulveny	45,897
Oleh V. Bilynsky	50,563	Larry J. Hume	44,163	Thor B. Nielsen	45,528
Mary W. Bourke	30,982	Rudolf E. Hutz	22,397	Gerard M. O'Rourke	39,794
Gary A. Bridge	44,560	Wayne C. Jaeschke	21,062	James M. Olsen	40,408

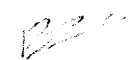
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Paul E. Crawford	24,397	Christopher E. Jeffers	51,274	George R. Pettit	27,369
Francis Digiovanni	37,310	Morris Liss	24,510	Ashley I. Pezzner	35,646
Eric J. Evain	42,517	Zhun Lu	53,242	Harold Pezzner	22,112
John A. Evans	44,100	Matthew J. Mason	44,904	Thomas F. Poche	45,017
Mark E. Freeman	48,143	Susan E. Shaw McBee	39,294	Patricia Smink Rogowski	33,791
Stanley B. Green	24,351	Robert G. McMorrow	30,962	Helena C. Rychlicki	48,179
Brian J. Hairston	46,750	William E. McShane	32,707	Myron Keith Wyche	47,341

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

  
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Michael Matringe

02.12.2003  
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Date

  
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Pascal Rippert

21 October 2003  
\_\_\_\_\_  
Date

Paul E. Crawford	24,397	Christopher E. Jeffers	51,274	George R. Pettit	27,369
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Michael Matringe

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Pascal Rippert

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Date

21 October 2003