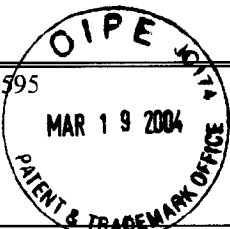


FORM PTO-1595

(Rev. 6-93)



RE

03-24-2004



102702970

DEPARTMENT OF COMMERCE
Patent and Trademark Office

3.14.04

Attorney Docket No.: 056291-0003

To the Commissioner for Patents

Please record the attached original documents or copy thereof.

ATTN: BOX ASSIGNMENT

1. Name of conveying party(ies):

ZENECA LIMITED (now Syngenta Limited)

Additional names of conveying party(ies) attached? NO

2. Name and address of receiving party(ies):

ASTRAZENECA UK LIMITED

15 Stanhope Gate
London, England W1K 1LN

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: March 16, 2004

Additional name(s) & address(es) attached? NO

4. New Application number(s) and/or Patent number(s):

A. 60 U.S. Patent Number(s):

1. U.S. Letters Patent No. 5,985,281 issued November 16, 1999

B. 3 U.S. Patent Application Number(s):

If this document is being filed together with a new application the execution date of the application is ____.

Additional numbers attached: NO

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

Name: Donald J. Bird

Internal Address: Morgan, Lewis & Bockius LLP

Street Address: 1111 Pennsylvania Ave., N.W.

City: Washington State: D.C. Zip: 20004

6. Total number of applications and patents involved: 17. Total fee (37 C.F.R. §3.41): \$ 40.00☒ Authorized to be charged to Deposit Account 50-0310

8. Duplicate Cover Sheet attached

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.

Donald J. Bird

Name of Person Signing

Reg. No. 25,323

Signature

Date

Total number of pages including cover sheet, attachments and documents: 11

03/23/2004 EDOOPER 00000211 500310 5985281

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40.00 DA

ASSIGNMENT

WHEREAS, Syngenta Limited, [hereinafter also referred to as ASSIGNOR], a company created and existing under the Laws of England and Wales, having its Registered Address at European Regional Centre, Priestly Road, Surrey Research Park, Guilford, Surrey, England GU2 7YH, acquired under its former name, Zeneca Limited, the entire right, title and interest, by assignment, in and to the below listed United States Letters Patent:

U.S. Letters Patent

5985281

Issued

16 November 1999

AND WHEREAS AstraZeneca UK Limited, [hereinafter also referred to as ASSIGNEE], a company created and existing under the Laws of England and Wales, having its Registered Address at 15 Stanhope Gate, London, England W1K 1LN, has acquired from Zeneca Limited [now, by change of name, Syngenta Limited], by general assignment dated January 4, 2000, the entire right, title and interest in and to the above listed United States Letters Patent, and the invention(s) covered thereby, and is desirous of confirming such acquisition of right, title and interest;

NOW, THEREFORE, in confirmation of a general assignment from Zeneca Limited dated January 4, 2000 [copy attached], and for other valuable consideration, the receipt whereof is hereby acknowledged, the said ASSIGNOR has assigned, sold and transferred, and by these presents does assign, sell and transfer unto the said ASSIGNEE, the entire right, title and interest in and to the said invention(s) in the United States and its territorial possessions, and the entire right, title and interest in and to said listed Letters Patent, and in and to any and all reissues and extensions thereof, the same to be held and enjoyed by the said ASSIGNEE, its successors, assigns and legal representatives as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made.

The Commissioner of Patents and Trademarks is hereby requested and authorized to issue any reissues or extensions of said Letters Patent, when granted, in the name of AstraZeneca UK Limited as assignee of ASSIGNOR's entire right title and interest in and to the same, for the sole use and enjoyment of said ASSIGNEE, its successors and assigns.

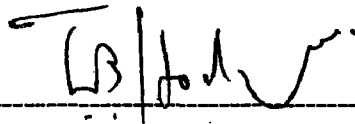
IN WITNESS WHEREOF, Syngenta Limited has executed this Assignment
this 16th day of March, 2004.

Signed by Syngenta Limited

By: Kevin Bill (KEVIN BILL)
(Authorized Signatory)

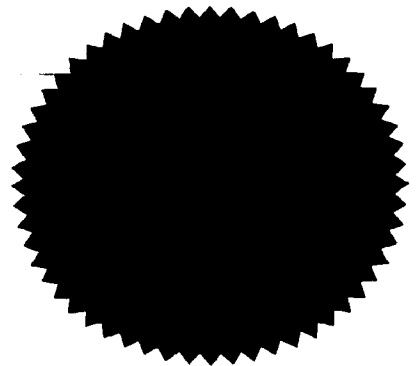
I **JOHN BICKMORE HODGSON** of Wilmslow Cheshire England
Notary Public duly authorised admitted and sworn and practising
within the United Kingdom of Great Britain and Northern Ireland do
hereby certify that the Photostat matter hereto annexed is a true copy of
a document the original of which was produced to me at
Macclesfield England

this 13th day of **September** 2002



John Bickmore Hodgson

Notary Public

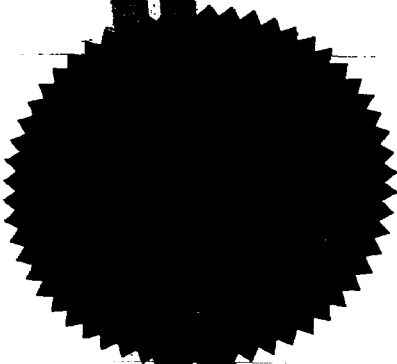
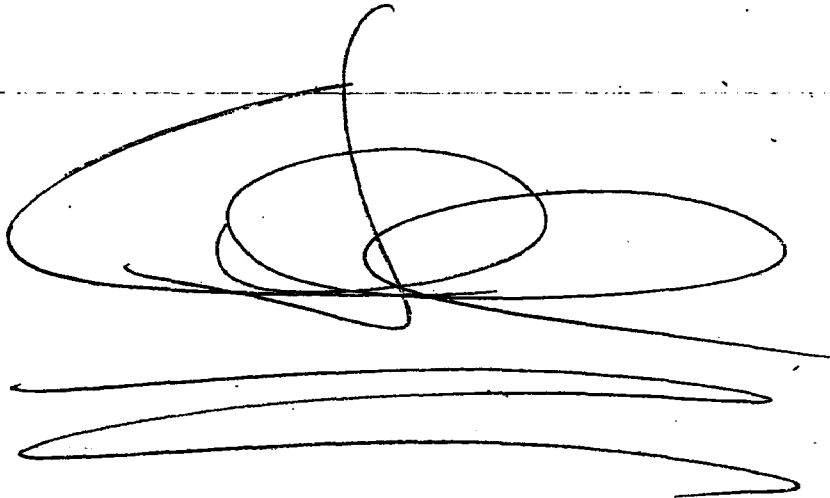


I, ELEANOR FRANCES ALISON FOGAN, Notary Public of the City of London and elsewhere in England, duly admitted and sworn, practising in the said City,

DO HEREBY CERTIFY AND ATTEST:

THAT the signature set to the Certification appearing on and in verification of the hereunto annexed copy document relating to the English Company styled "AstraZeneca UK Limited", a Company duly incorporated and existing in accordance with the laws of England, registered at the Companies Registration Office for England and Wales under No. 3674842 and having its Registered Office at 15 Stanhope Gate, London W1Y 6LN, England, is truly that of **GRAEME HAROLD RANKINE MUSKER**, whose identity I attest, the Secretary of the said Company, and a proper and competent Officer thereof to sign such Certification on its behalf.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Seal of Office in the City of London aforesaid, this twenty-fourth day of January in the year two thousand.



CERTIFIED TRUE COPY OF THE ORIGINAL

SIGNED.....

G. H. R. MUSKER
Company Secretary

DATE

19 JAN 2000

4 January 2000

ZENECA LIMITED

ASTRAZENECA UK LIMITED

**ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS EXCLUDING
RIGHTS IN SOFTWARE**

FRESHFIELDS

**PATENT
REEL: 015116 FRAME: 0410**

THIS DEED OF ASSIGNMENT is made on 4 January 2000

BETWEEN

ZENECA LIMITED (company no. 2710846) a company incorporated in England whose registered office is at 15 Stanhope Gate, London W1Y 6LN (Zeneca)

ASTRAZENECA UK LIMITED (company no. 3674842) a company incorporated in England whose registered office is at 15 Stanhope Gate, London W1Y 6LN (AZUK)

WHEREAS

- (A) Zeneca is the beneficial owner of the Business IPR.
- (B) Zeneca has agreed to assign the Business IPR to AZUK, on the terms and conditions contained in this Deed.

IT IS AGREED AS FOLLOWS:

DEFINITIONS

1.1 Words and expressions used in this Deed shall have the meanings set out in the Schedule, unless the context requires otherwise.

~~1.2 The headings in this Deed shall not affect its interpretation.~~

ASSIGNMENT

2. Zeneca hereby assigns to AZUK all its right, title and interest in the Business IPR together with all statutory and common law rights attaching thereto including the right to sue for damages and other remedies in respect of any infringement or misuse of the Business IPR.

MAINTENANCE OF REGISTERED RIGHTS

3. AZUK will be responsible for the maintenance of the Registered Rights following the date of this Deed, notwithstanding that some Registered Rights may for the time being be held by or registered in the name of Zeneca. Zeneca undertakes to do the following, at AZUK's cost, pending formal registration of the assignment of each Registered Right to AZUK in each relevant jurisdiction:

- (a) if legally required, to pay all registration, renewal and other official and professional costs and fees relating to the Registered Right as they fall due;
- (b) if legally required, to use best endeavours to promptly satisfy all official actions issued by any relevant trade mark, patent or other registry in respect of the Registered Right;
- (c) to notify AZUK as soon as it becomes aware of any actual or threatened infringement of any Registered Right or any form of attack, allegation or complaint relating to the Registered Right;

- (d) to provide AZUK with all information and assistance reasonably required by AZUK for AZUK to conduct any claim, action or proceedings relating to the Registered Right, and, subject to the terms of the Licence of Intellectual Property Rights Excluding Rights in Trade Marks and Software and the Trade Mark Licence between AZUK and Zeneca of even date (the *Licences*), not to make any admission of liability, agreement or compromise with any third party or body in relation to the Registered Right without AZUK's prior written consent (such consent not to be unreasonably withheld or delayed);
- (e) to ensure that copies of all correspondence which it or its agents receive in respect of the Registered Right (including any renewal advice or other notification received from any relevant registry) are promptly delivered to AZUK, marked for the attention of D.E. Giles, Intellectual Property Department, Mereside, Alderley Park, Macclesfield, Cheshire or such other person as AZUK may notify to Zeneca from time to time;
- (f) subject to the terms of the Licences, not to assign, transfer or charge (nor grant any licence in respect of) or otherwise encumber the Registered Right without AZUK's prior written consent; and
- (g) at AZUK's request, to assist AZUK so far as is reasonably necessary to achieve cancellation of the Registered Right.

CATEGORISATION OF INTELLECTUAL PROPERTY RIGHTS

4.1 ~~Either party may, within 12 months from the date of this Deed or until the date on which Zeneca and AZUK cease to be part of the same Group (whichever occurs sooner), object to the categorisation or non-categorisation of any Intellectual Property Rights as Business IPR by providing written notice to the other party of its objection giving full reasons why it believes such Intellectual Property Rights have been incorrectly categorised.~~

4.2 If the parties agree in writing that any Intellectual Property Rights, based on the criteria set out in this Deed:

- (a) ~~have not been correctly categorised as Business IPR, then such Intellectual Property Rights shall be recategorised accordingly and shall be governed by the terms and conditions of this Deed; or~~
- (b) have been wrongly categorised as Business IPR, then AZUK shall take all steps reasonably required (including executing any documents necessary) to assign any right, title and interest as it has in the relevant Intellectual Property Rights to Zeneca.

4.3 If any dispute shall arise between AZUK and Zeneca as regards the categorisation of any Intellectual Property Rights pursuant to this Deed, the dispute shall be resolved in accordance with Clause 5.

4.4 The parties acknowledge and agree that all right, title and interest in and to any form or combination of the "ZENECA" trade mark and name, and any domain name

incorporating the "ZENECA" name, shall be assigned to AZUK and shall not be subject to recategorisation pursuant to this Clause.

DISPUTES

5.1 If there is a dispute between the parties arising out of this Deed and at the time the parties have the same ultimate holding company, then either party may give notice that it wishes to resolve the dispute in accordance with this Clause in which case:

- (a) the parties shall use all reasonable endeavours to resolve the matter on an amicable basis;
- (b) if the dispute has not been resolved 21 days after a notice is given under this Clause, responsibility for resolution of the dispute shall be referred to the Chief Financial Officer (or his nominee) of AZUK and the Chief Executive Officer of Zeneca (or his nominee); and
- (c) if the dispute has not been resolved under (b) after a further 60 days it shall be referred to the Chairman of the ultimate holding company for resolution. The parties agree that the decision of the Chairman shall be final and binding.

5.2 If there is a dispute between the parties arising out of this Deed and at the time the parties do not have the same ultimate holding company, then either party may give notice that it wishes to resolve the dispute in accordance with this Clause in which case:

- (a) the parties shall use all reasonable endeavours to resolve the matter on an amicable basis;
- (b) if the dispute has not been resolved 21 days after such a notice is given, responsibility for resolution of the dispute shall be referred to the Chief Financial Officer of AZUK (or his nominee) and the Chief Executive Officer of the ultimate holding company of Zeneca (or his nominee); and
- (c) if the dispute has not been resolved under (b) after a further 60 days then either party shall be free to serve proceedings in accordance with Clause 8.2.

COUNTERPARTS

6. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

FURTHER ASSURANCE

7.1 Zeneca agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as AZUK may reasonably require, at AZUK's cost, to implement and/or give effect to this Deed and for the purpose of vesting in AZUK the full benefit of the rights assigned to AZUK under this Deed, including executing as soon as reasonably practicable after the date of this Deed such

deeds, agreements or other documents as may be required by AZUK to effect the registration or recordal of the assignment of the Registered Rights to AZUK in each relevant jurisdiction.

7.2 Without limiting Clause 7.1, the parties shall use all reasonable endeavours to produce an agreed list of the Registered Rights as soon as reasonably practicable, and in any case within 90 days, after the date of this Deed.

GOVERNING LAW

8.1 This Deed and the relationship between the parties shall be governed by, and interpreted in accordance with, English law.

8.2 The parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of, or in connection with, this Deed.

IN WITNESS WHEREOF this Deed has been executed by the duly authorised representatives of the parties the day and year first above written.

SIGNED by JONATHAN D SULLIVAN,
for and on behalf of
ZENECA LIMITED

in the presence of:

J. G. Long

Solicitor
65 Fleet Street London

SIGNED by SHAWN GRADY
for and on behalf of
ASTRAZENECA UK LIMITED

in the presence of:

J. G. Long

Solicitor

65 Fleet Street
London

Jonathan D Sullivan

Shawn Grady

SCHEDULE

Definitions

Business IPR means all Intellectual Property Rights owned by Zeneca, other than Intellectual Property Rights which prior to the date hereof were used in and related exclusively or predominantly to the Retained Business or the Quorn Business; **Business IPR** includes, without limitation, all rights in any form or combination of the "ZENECA" trade mark and name, and any domain name incorporating the "ZENECA" name;

Group means, in relation to either party, that party and any company which is for the time being a subsidiary or holding company of that party (as defined by Section 736 of the Companies Act 1985) or a company which is a subsidiary of any such holding company;

Intellectual Property Rights means patents, trade marks, service marks, trade names, internet domain names, design rights, copyright and moral rights, rights in know-how, rights in secret or confidential information, rights in supplementary protection certificates, and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect anywhere in the world and any divisionals, continuations, continuations in part, extensions, reissues and re-examinations of the same; excluding any patents, patent applications, design rights, copyright and moral rights, rights in know-how or other similar rights in respect of Software, and, for the avoidance of doubt, any registrations obtained from pharmaceutical or agrochemical regulatory authorities;

Quorn Business shall have the meaning given in the Transfer Agreement;

Registered Rights means, in relation to any jurisdiction, any Business IPR which are the subject of registration (or application for registration) with any competent authority in that jurisdiction; and **Registered Right** means any one of them;

Retained Business shall have the meaning given in the Transfer Agreement;

Software means any software applications and any associated source code, object code and documentation;

Transfer Agreement means the Agreement for the sale and purchase of part of the business of Zeneca between Zeneca and AZUK of even date.