

05-24-2004



To the Honorable Commission.

102750696

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hoegemeyer Hybrids, Inc.

S.20.04

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

3. Nature of conveyance:

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

Execution Dates: February 13, 2004

2. Name and address of receiving party(ies)

Name: Syngenta Seeds AG

Internal Address:

Street Address: Schwarzwaldallee 215

City: Basel, Switzerland State: ZIP: 4002

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 application is:

A. Patent Application No.(s)

B. Patent No.(s)

6,040,507

Additional numbers attached? ☐ Yes ☒ No

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

Name: Larry W. Stults

Internal Address: Syngenta Biotechnology, Inc.

Patent Department

Street Address: 3054 Cornwallis Road

City: Research Triangle Park State: NC ZIP: 27709

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

☒ Please charge Applicant's Credit Card. A Credit Card Payment Form is enclosed.

8. Deposit account number:

50-1744 (in the name of Syngenta Biotechnology, Inc.)

(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.

Bruce Vrana

Name of Person Signing

Reg. No. 38,672

Signature

Date

5/18/2004

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the US Patent and Trademark Office

P.O. Box 1450

Arlington, VA 22313-1450

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ASSIGNMENT OF PATENTS

WHEREAS, HOEGEMEYER HYBRIDS, INC., a Nebraska corporation, having a place of business at 1755 Hoegemeyer Road, Hooper, Nebraska ("ASSIGNOR") is the sole and exclusive owner of each of the patents and patent applications listed in Annex A attached hereto and incorporated herein by reference, all of which patents and patent applications were issued by or filed with the United States Patent and Trade Mark Office under the patent or application numbers listed in Annex A (all of such patents and patent applications are herein referred to as the "Patents"); and

WHEREAS, Syngenta Seeds AG, a Swiss corporation having a place of business at Schwarzsaldallee 215, CH-4002 Basel, Switzerland ("ASSIGNEE"), desires to acquire the entire right, title and interest in and to each of the Patents;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that ASSIGNOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR, does hereby sell, transfer, convey, assign and deliver unto ASSIGNEE the entire right, title and interest of ASSIGNOR in and to the Patents as well as any and all inventions embodied in the Patents and related patent applications and any and all invention disclosures which are not yet filed but which are directed to the same or similar subject matter, and any letters patent which may hereafter be granted on the same in the United States and in all countries throughout the world, including any and all divisions, renewals, continuations in whole or in part, substitutions, conversions, reissuances, prolongations or extensions thereof.

All said rights, title, interests and privilege shall be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives to the full end and term of any such Patents, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made.

ASSIGNOR further agrees that it will, without charge to said ASSIGNEE, but at

ASSIGNEE's expense, execute, verify, acknowledge and deliver all such further papers, including applications for Patents and for the reissuance thereof and instruments of assignment and transfer thereof, and will perform such other acts as ASSIGNEE lawfully may request, to obtain or maintain the Patents in any and all countries, and to vest title thereto in said ASSIGNEE, or ASSIGNEE's successors and assigns.

AND, ASSIGNOR hereby covenants that it has full right to convey the entire right, title, interest and privilege herein assigned.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patents to be executed by its duly authorized representative as of the 13th day of February, 2004.

HOEGEMEYER HYBRIDS, INC.

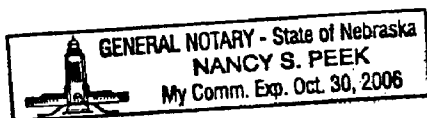
By: Thomas C. Hoegemeier
Print Name: THOMAS C. HOEGEMEYER
Title: CEO

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

Subscribed and sworn to before me this 18 day of March, 2004.

Notary Public: Nancy S. Peek
Residing at: Lincoln Nebraska
My Commission Expires: October 2006

[SEAL]



ANNEX A

HOEGEMEYER HYBRIDS, INC.

PATENTS

Line	Patent No.
HX621, aka SG1847	6,040,506
HX622, aka TR7322	6,040,507
HX740	6,043,416

APPLICATIONS

HX894, aka MBS2882	10/266,987
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HX879*	10/266,986*
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*This application was abandoned by the applicant on December 31, 2003.