U.S. DEPARTMENT OF COMMERCE

Form PTO-1595 (Rev. 06/04) OMB No. 0651-0027 (exp. 6/30/2005) Inited States Patent and Trademark Office RE(102851973 To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. 1. Name of conveying party(ies)/Execution Date(s): 2. Name and address of receiving party(ies) Name: Syngenta Seeds AG **Bo-Jac Seed Company** Internal Address: Execution Date(s) 2/13/2004 Street Address: Schwarzwaldallee 215 Additional name(s) of conveying party(ies) attached? Yes 🖊 No 3. Nature of conveyance: ✓ Assignment Merger City: Basel Change of Name Security Agreement State: Government Interest Assignment Country: Switzerland Zip: 4058 Executive Order 9424, Confirmatory License Other Additional name(s) & address(es) attached? L Yes 🗹 No 4. Application or patent number(s): This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) 10/266.984 Additional numbers attached? 5. Name and address to whom correspondence 6. Total number of applications and patents concerning document should be mailed: involved: Name: Larry W. Stults 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 Internal Address: Syngenta Biotechnology, Inc. Authorized to be charged by credit card Authorized to be charged to deposit account **Enclosed** Street Address: 3054 Cornwallis Road None required (government interest not affecting title) 8. Payment Information City: Research Triangle Park a. Credit Card Last 4 Numbers 8991 State: North Carolina Zip: 27709 Expiration Date 4/06 Phone Number: 919-541-8614 b. Deposit Account Number ___ Fax Number: 919-541-8689 Authorized User Name Email Address: bruce.vrana@syngenta.com 9. Signature: Signature

> Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Name of Person Signing

01 FC:8021

Bruce Vrana, Reg. No. 38,672

Total number of pages including cover

sheet, attachments, and documents:

ASSIGNMENT OF PATENTS

WHEREAS, BO-JAC SEED COMPANY, an Illinois corporation, having a place of business at 245 1500th Avenue, Mt. Pulaski, Illinois ("ASSIGNOR") is the sole and exclusive owner of each of the patents and patent applications listed in <u>Annex A</u> 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 <u>Annex A</u> (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

AS

PATENT REEL: 015842 FRAME: 0457 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.

BO-JAC SEED COMPANY

Subscribed and sworn to before me this 5 day of February, 2004.

Notary Public: Harret

My Commission Expires (and the Carlotte of the

NOTARY PUBLIC, STATE OF ILLINOIS OF MOTARY PUBLIC OF MOTARY PUBLIC

ANNEX A

BO-JAC SEED COMPANY

U.S. PATENTS AND APPLICATIONS THEREFOR

Patent Applications

BX20033 BX20010 10/266,985

10/266,984

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PATENT REEL: 015842 FRAME: 0459

RECORDED: 10/01/2004