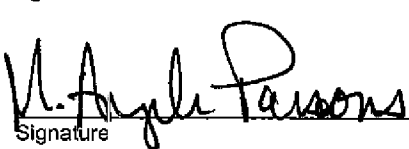
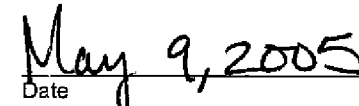


Substitute Form PTO-1595
Attorney Docket No.: 07148-064001
Client's Ref. No.: CGL99/0003US01, A015-00548.0001

RECORDATION FORM COVER SHEET PATENTS ONLY

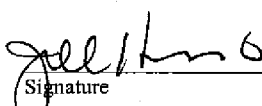
Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): The Samuel Roberts Noble Foundation, Inc. Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Miami University 501 E. High Street Oxford, Ohio 45056 Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 11/25/1998 and 11/13/1998	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): B. Patent No(s): 6,307,128 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: M. ANGELA PARSONS, PH.D. Fish & Richardson P.C., P.A. 60 South Sixth Street Suite 3300 Minneapolis, MN 55402	6. Total number of applications/patents involved: 1 7. Total fee (37 CFR §3.41): \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
DO NOT USE THIS SPACE	
9. Statement and Signature: <i>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.</i> M. Angela Parsons, Ph.D. Reg. No. 44,282 Name of Person Signing  Signature  Date	
Total number of pages including coversheet, attachments and document: 5	

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CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

May 9, 2005
Date of Transmission


Signature

Jill Huso
Typed Name of Person Signing Certificate

PATENT

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ASSIGNMENT OF RIGHTS AND ROYALTY AGREEMENT

This agreement (the "Agreement") is made effective the 13th day of November, 1998 between **THE SAMUEL ROBERTS NOBLE FOUNDATION, INC.** (hereinafter "**NOBLE**"), an Oklahoma nonprofit corporation having offices at 2510 Sam Noble Parkway, Ardmore, Oklahoma 73401 and **MIAMI UNIVERSITY**, (hereafter "**MIAMI**"), an educational institution of higher learning located at Oxford, Ohio 45056.

WITNESSETH:

WHEREAS, **NOBLE** and **MIAMI** have jointly engaged in research in the plant and agricultural field; and

WHEREAS, an invention has been made jointly as a result of this research by Dr. Dusty (Martha Ann) Post-Beittenmiller of **NOBLE**, Dr. Jan G. Jaworski of **MIAMI**, and Dr. James Todd of **MIAMI**; and

WHEREAS, a United States patent application has been filed concerning said invention entitled "Fatty Acid Elongases" by a third party, with which **MIAMI** has an agreement; and

WHEREAS, as a result of Dr. Dusty (Martha Ann) Post-Beittenmiller's status as a joint inventor, and her obligation to assign all of her right, title and interest to the same to **NOBLE**, **NOBLE** has rights to all of the Post-Beittenmiller ownership interest in said invention;

WHEREAS, **MIAMI** is willing to pay **NOBLE** a lump sum amount upon execution of this Agreement and a royalty on future sales or licenses in return for **NOBLE**'s rights to the subject matter in said patent application and all scientific know-how and other inventions related to the technology embodied in said patent application, said technology relating to nucleic acids encoding 3-keto acyl synthase proteins that are effective for producing very long chain fatty acids, polypeptides produced from such nucleic acids and transgenic plants expressing such nucleic acids (hereafter the "Technology"); and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises and agreements set forth herein, and any other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, promise and agree as follows:

1. **NOBLE** hereby grants to **MIAMI** all of its world wide right, title, interest and possession in and to the Technology. **MIAMI** shall be responsible for procuring any patent protection in any country and prosecuting any patent in any country which it deems appropriate and for all expenses, attorney fees, and maintenance fees associated with the same. **NOBLE** agrees to execute all necessary papers for effecting transfer and recording the same with the various patent offices. **MIAMI** agrees to pay all expenses necessary for recording assignment of patent rights.

2. In consideration for the transfer of rights to the Technology described in paragraph 1, **MIAMI** agrees to pay :

3. **MIAMI** shall render to **NOBLE** within thirty (30) days of the last day of the preceding calendar quarter during any period which royalties are due hereunder, a written report specifying total amounts earned by **MIAMI** as a result of sales and/or licensing of the Technology. Each report shall be accompanied by a check payable to **NOBLE** in the amount of royalties accrued pursuant to section 2 during such calendar quarter. **MIAMI** agrees to pay interest on any due but unpaid royalties or other monies owing at the rate of twelve (12) percent per annum compounded quarterly from the due date of the unpaid royalties or monies.

4. **MIAMI** hereby grants to **NOBLE** a non-exclusive royalty free license to use the Technology including any patent related to the Technology which may issue in **NOBLE**'s ongoing scientific research program and **MIAMI** represents that all agreements it has entered to date, and any future agreements of sale, transfer, assignment or license of the Technology to a third party will be made subject to **NOBLE**'s license;

5. **MIAMI** agrees to give appropriate recognition to **NOBLE** and its scientists in any press release concerning the Technology for their role in developing the Technology in the course of the join scientific research program. **NOBLE** shall have the right to review and approve any such press release in advance of publication.

6. **MIAMI** will provide **NOBLE** with an annual accounting of all payments earned from the sale and/or licensing of the Technology. **MIAMI** shall keep adequate records in sufficient detail to enable the royalties payable to **NOBLE** hereunder to be determined, and shall permit such records to be inspected at any time during regular business hours by **NOBLE**, or for an accountant appointed by **NOBLE** and acceptable to **MIAMI**. If the results of the accounting show that **MIAMI**, at any time, has made a payment which is more than five (5) percent less than the payment actually owed, **MIAMI** agrees to immediately render payment for the difference owed and **MIAMI** also agrees to pay for the cost of the accounting.

7. **MIAMI** shall bear the sole responsibility for any patent infringement suit brought against **MIAMI** by a third party based on **MIAMI**'s use or sale of any of the Technology.

8. To the extent permitted by the Constitution and the laws of the State of Ohio, Miami agrees to bear full responsibility for all claims arising out of personal injury, death, property damage, intellectual property damages, or any other reason, arising as a result of Miami activities with respect to the Technology. It is understood that **NOBLE** and its employees and agents shall have no liability in connection with Miami's activities concerning the Technology. Nothing herein shall preclude Miami from asserting any defenses it may have under law.

9. **NOBLE** does not warrant the validity of any patent rights conferred and makes no representations whatsoever with regard to the scope of the patent rights, or that the patent rights may be exploited without infringing other patents or other intellectual property rights of third parties.

10. **NOBLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OF ANY TECHNOLOGY INCLUDING SUBJECT MATTER DEFINED BY THE CLAIMS OF THE PATENTS OR PATENT APPLICATIONS INCLUDED IN THE TECHNOLOGY.**

11. In the event that any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, it is the intention of the parties that the validity of the remaining provisions hereof shall not be affected by such holding.

12. This Agreement is entered into under, and shall be construed in accordance with the laws of the State of Ohio.

13. In the event of a dispute between the parties concerning this Agreement, it is agreed that the aggrieved party will notify the other by certified letter sent by the United States Postal Service to the address provided, or by overnight letter sent by Federal Express overnight delivery service, to the attention of the person signing below on behalf of the respective parties, or to any other person designated in writing at a later date using similar notification means. After notification by the aggrieved party, the notified party shall have twenty (20) business days to rectify the problem to the satisfaction of the other.

14. This document represents the entire Agreement between NOBLE and MIAMI as it relates to the Technology transferred by NOBLE to MIAMI hereunder.

**THE SAMUEL ROBERTS NOBLE
FOUNDATION, INC.**

By: MAF DIXON

Printed Name: RICHARD A. DIXON

Title: DIRECTOR, PLANT BIOLOGY

Date: 11/25/98

Address: 2510 Sam Noble Parkway
Ardmore, OK 73401

ACCEPTED and agreed to this 25th day of NOVEMBER, 1998.

MIAMI UNIVERSITY

By: Edward J. Demske

Printed Name: Edward J. Demske

Title: SR VP for Finance & Univ Services

Date: 11/20/98

Address: 500 E. High St.
Oxford, OH 45056

ACCEPTED and agreed to this 13 day of November, 1998.