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02-14-2005

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To the Director of the U.S. Patents and Tra

ents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Jeffrey Allan Thompson

Execution Date(s) January 12, 2005

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

2. Name and address of receiving party(ies)

Name: Pioneer Hi-Bred International, Inc.

Internal Address:

Street Address: 9550 White Oak Lane, Suite 100

P.O. Box 1014

City: Johnston

State: IA

Country: US Zip: 50131-1014

Additional Name(s) & address(es) attached? Yes No

112897 U.S. PTO
111048359
013165

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

4. Application number(s) or patent number(s):

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Pioneer Hi-Bred International, Inc.

Internal Address: Corporate Intellectual Property

Street Address: 7100 NW 62nd Avenue

P.O. Box 1000

City: Johnston

State: IA Zip: 50131-1000

Phone Number : (515) 254-2823

Fax Number: (515) 334-6883

Email Address:

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 16-1852

Authorized User Name Steven Callistein

9. Signature :

Steven Callistein

Signature

Steven Callistein

January 31, 2005

Date

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

3

02/11/2005 08:02 BY:RME 00000000 161852 11048359
Name of Person Signing

FC:8021

40.00 DA

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

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in fulfillment of a pre-existing obligation of assignment, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, as indicated below, unto

PIONEER HI-BRED INTERNATIONAL, INC.
9550 White Oak Lane, Suite 100
P.O. Box 1014
Johnston, Iowa 50131-1014

its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries in and to the invention in Soybean Variety XB40E05.

as set forth in this United States Patent Application

- executed concurrently herewith
- executed on
- Serial No. filed

said Application including all provisional, non-provisional, divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or upon said Applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions or upon said Applications and every priority right that is or may be predicated upon or arise from said inventions, said Applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof

and any and all documents, photographs, models, samples or other physical exhibits which may be of said inventions, and to testify in any proceedings relating to said inventions, patent applications, Letters Patent.

The undersigned hereby grant an authorized representative of Assignee the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

NAME AND SIGNATURE OF INVENTOR

NAME AND SIGNATURE OF INVENTOR		
Name: Jeffrey Allan Thompson	Signature: <i>Jeffrey A. Thompson</i>	Date: 1/12/05

NAME AND SIGNATURE OF WITNESSES

NAME AND SIGNATURE OF WITNESSES		
Name: <i>Gerald A. Lobich</i>	Signature: <i>Gerald A. Lobich</i>	Date: 1/12/05
Name: TIMOTHY C. FOLEY	Signature: <i>Timothy C. Foley</i>	Date: 1/12/05