

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 8/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> Roberto A. Gaxiola (08/11/2005), Gerald R. Fink (08/16/2005), and Seth L. Alper (08/12/2005)  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>University of Connecticut</u> Internal Address: _____ Street Address: _____  <u>University of Connecticut</u> <u>263 Farmington Avenue</u>  City: <u>Farmington</u> State: <u>Connecticut</u> Country: <u>United States of America</u> Zip: <u>06030-6207</u> Additional name(s) & address(es) attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s): in parentheses after inventor name <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424. Confirmatory License <input type="checkbox"/> Other _____	<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application A. Patent Application No.(s) <u>11/135,165</u>  B. Patent No.(s)  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: <u>Barbara S. Kitchell</u> <u>EDWARDS &amp; ANGELL, LLP</u> Internal Address: Atty. Dkt.: 59020CON(30471) Street Address: P.O. Box 55874  City: <u>Boston</u> State: <u>MA</u> Zip: <u>02205</u> Phone Number: <u>(203) 975-7505</u> Fax Number: <u>(203) 975-7180</u> Email Address: <u>bkitchell@edwardsangell.com</u>	<b>6. Total number of applications and patents involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">1</span>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
<b>8. Payment Information</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>04-1105</u> Authorized User Name <u>Barbara S. Kitchell</u>	
<b>9. Signature:</b> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;">             Signature  <u>Barbara S. Kitchell - 33,928</u>            Name of Person Signing         </div> <div style="width: 35%; text-align: right;"> <u>August 29, 2005</u>            Date            Total number of pages including cover sheet, attachments, and documents: <span style="border: 1px solid black; padding: 2px 10px;">14</span> </div> </div>	

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 305-5895, on the date shown below.

Dated: August 29, 2005

Signature:

(Lori Giuffrida)

Form PTO-1595	<b>RECORDATION FORM COVER SHEET</b> <b>(continued)</b>				
<b>Additional Conveying Party(ies)/Execution Date(s) (1. Continued):</b>					
<b>Additional Assignees (2. Continued):</b>  Assignee Name: <u>Beth Israel Deaconess Medical Center</u> Internal Address: Street Address: <u>330 Brookline Avenue</u>  City: <u>Boston</u> State: <u>Massachusetts</u> Country: <u>United States of America</u> Zip: <u>02215</u>					
Assignee Name: <u>Whitehead Institute for Biomedical Research</u> Internal Address: Street Address: <u>Nine Cambridge Center</u>  City: <u>Cambridge</u> State: <u>Massachusetts</u> Country: <u>United States of America</u> Zip: <u>02142</u>					
Assignee Name: _____ Internal Address: Street Address:  City: _____ State: _____ Country: _____ Zip: _____					
<b>Additional Applications and/or Patents (4. Continued):</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top; padding: 5px;">           Additional Patent Application Numbers            4A. Continued:         </td> <td style="width: 50%; border: none; vertical-align: top; padding: 5px;">           Additional Patent Numbers            4B. Continued:         </td> </tr> <tr> <td style="border: none; height: 100px;"></td> <td style="border: none; height: 100px;"></td> </tr> </table> <div style="text-align: right; margin-top: 10px;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No         </div>		Additional Patent Application Numbers 4A. Continued:	Additional Patent Numbers 4B. Continued:		
Additional Patent Application Numbers 4A. Continued:	Additional Patent Numbers 4B. Continued:				

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. \_\_\_\_\_, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: \_\_\_\_\_, 2005

Signature: \_\_\_\_\_ (Lori Giuffrida)

### ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made this 11 day of August, 2005,  
by Roberto A. Gaxiola (hereinafter referred to as Assignor), residing at 264 Mt. Hope  
Road, Apt. 3, Mansfield Center, Connecticut 06250;

**WHEREAS**, Assignor has invented certain new and useful improvements in  
METHODS FOR IMPARTING DESIRABLE PHENOTYPIC TRAITS, INCLUDING  
DROUGHT, FREEZE, AND HIGH SALT TOLERANCE AND METHODS FOR  
INCREASING SEED PRODUCTION, set forth in a Patent application for Letters  
Patent of the United States, filed on May 23, 2005 and assigned Serial No.  
11/135,165; and

**WHEREAS**, **University of Connecticut**, a University organized under and  
pursuant to the laws of Connecticut having its principal place of business at **University  
of Connecticut, 263 Farmington Avenue, Farmington, Connecticut 06030**  
(hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and  
interest in and to said inventions and said Application for Letters Patent of the United  
States, and in and to any Letters Patent of the United States to be obtained therefore  
and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good  
and sufficient consideration, the receipt of which is hereby acknowledged, Assignor  
has sold, assigned, transferred and set over, and by these presents does sell, assign,  
transfer and set over, unto Assignee, its successors, legal representatives and  
assigns, the entire right, title and interest in and to the above-mentioned inventions  
and application for Letters Patent, and in and to any and all direct and indirect  
divisions, continuations and continuations-in-part of said application, and any and all  
Letters Patent in the United States and all foreign countries which may be granted  
therefore and thereon, and reissues, reexaminations and extensions of said Letters  
Patent, and all rights under the International Convention for the Protection of Industrial

Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

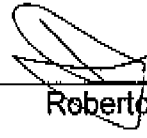
**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

EDWARDS & ANGELL, LLP

All practitioners at Customer Number 21874

**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.



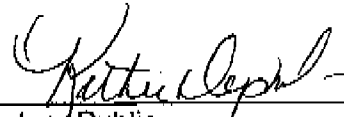
Roberto A. Gaxiola

Date: 08/11/05

United States of America )

State of Connecticut ) ss: Storrs, ManchesterCounty of Tolland ) 06269

On this 11 day of August, 2005, before me  
Personally came Roberto A. Gaxiola, to me known to be the individual  
Described in and who executed the foregoing instrument, and acknowledged  
of the same.

  
Notary PublicMy Com Exp 12/31/05

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. \_\_\_\_\_  
in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450,  
Alexandria, VA 22313-1450, on the date shown below.

Dated: \_\_\_\_\_, 2005

Signature: \_\_\_\_\_ (Lori Giuffrida)

### ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made this 16th day of August, 2005,  
by Gerald R. Fink (hereinafter referred to as Assignor), residing at 40 Ashton Road,  
Chestnut Hill, Massachusetts 02167;

**WHEREAS**, Assignor has invented certain new and useful improvements in  
METHODS FOR IMPARTING DESIRABLE PHENOTYPIC TRAITS, INCLUDING  
DROUGHT, FREEZE, AND HIGH SALT TOLERANCE AND METHODS FOR  
INCREASING SEED PRODUCTION, set forth in a Patent application for Letters  
Patent of the United States, filed on May 23, 2005 and assigned Serial No.  
11/135,165; and

**WHEREAS**, **Whitehead Institute for Biomedical Research**, a corporation  
organized under and pursuant to the laws of the **State of Delaware** having its principal  
place of business at **Nine Cambridge Center, Cambridge, Massachusetts 02142**  
(hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and  
interest in and to said inventions and said Application for Letters Patent of the United  
States, and in and to any Letters Patent of the United States to be obtained therefore  
and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good  
and sufficient consideration, the receipt of which is hereby acknowledged, Assignor  
has sold, assigned, transferred and set over, and by these presents does sell, assign,  
transfer and set over, unto Assignee, its successors, legal representatives and  
assigns, the entire right, title and interest in and to the above-mentioned inventions  
and application for Letters Patent, and in and to any and all direct and indirect  
divisions, continuations and continuations-in-part of said application, and any and all  
Letters Patent in the United States and all foreign countries which may be granted  
therefore and thereon, and reissues, reexaminations and extensions of said Letters  
Patent, and all rights under the International Convention for the Protection of Industrial

Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.



**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

**EDWARDS & ANGELL, LLP**

All practitioners at Customer Number 21874


**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

  
Gerald R. Fink

Date: August 16, 2005

United States of America )  
State of Massachusetts ) ss.:  
County of Middlesex )

On this 16th day of August, 2005, before me  
personally came Gerald R. Fink, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

  
Notary Public  
my commission expires 5/24/2008

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. \_\_\_\_\_, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: \_\_\_\_\_, 2005

Signature: \_\_\_\_\_ (Lori Giuffrida)

### ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made this 12<sup>th</sup> day of AUGUST, 2005,  
by Seth L. Alper (hereinafter referred to as Assignor), residing at 74 Orchard Street,  
Boston, Massachusetts 02130;

**WHEREAS**, Assignor has invented certain new and useful improvements in  
METHODS FOR IMPARTING DESIRABLE PHENOTYPIC TRAITS, INCLUDING  
DROUGHT, FREEZE, AND HIGH SALT TOLERANCE AND METHODS FOR  
INCREASING SEED PRODUCTION, set forth in a Patent application for Letters  
Patent of the United States, filed on May 23, 2005 and assigned Serial No.  
11/135,165; and

**WHEREAS**, **Beth Israel Deaconess Medical Center**, a corporation  
organized under and pursuant to the laws of the **Commonwealth of Massachusetts**  
having its principal place of business at **330 Brookline Avenue, Boston,**  
**Massachusetts 02215** (hereinafter referred to as Assignee), is desirous of acquiring  
the entire right, title and interest in and to said inventions and said Application for  
Letters Patent of the United States, and in and to any Letters Patent of the United  
States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good  
and sufficient consideration, the receipt of which is hereby acknowledged, Assignor  
has sold, assigned, transferred and set over, and by these presents does sell, assign,  
transfer and set over, unto Assignee, its successors, legal representatives and  
assigns, the entire right, title and interest in and to the above-mentioned inventions  
and application for Letters Patent, and in and to any and all direct and indirect  
divisions, continuations and continuations-in-part of said application, and any and all  
Letters Patent in the United States and all foreign countries which may be granted  
therefore and thereon, and reissues, reexaminations and extensions of said Letters  
Patent, and all rights under the International Convention for the Protection of Industrial

**PATENT**

**REEL: 016673 FRAME: 0311**

Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

**EDWARDS & ANGELL, LLP**

All practitioners at Customer Number 21874

**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Seth L. Alper  
Seth L. Alper

Date: 8/12/05

United States of America )  
State of MASSACHUSETTS ) ss.:  
County of SUFFOLK )

On this 12<sup>th</sup> day of AUGUST, 2005, before me  
personally came Seth L. Alper, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Debrah Walk  
Notary Public

