

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agreement and Plan of Merger
CONVEYING PARTY DATA	
Name	Execution Date
Calgene, Inc.	12/29/1997
RECEIVING PARTY DATA	
Name:	Calgene LLC
Street Address:	1920 Fifth Street
City:	Davis
State/Country:	CALIFORNIA
Postal Code:	95616
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10100121
CORRESPONDENCE DATA	
Fax Number:	(202)942-5999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2029425000
Email:	Kristan.Lansbery@aporter.com
Correspondent Name:	Arnold & Porter LLP
Address Line 1:	555 Twelfth Street NW
Address Line 2:	Attn: IP Docketing
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	16518.092
NAME OF SUBMITTER:	Kristan L. Lansbery

Total Attachments: 9
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 31, 1997 (this "Agreement"), is among Calgene, Inc., a Delaware corporation (the "First Delaware Corporation"), Calgene Technology Corporation, a Delaware corporation (the "Second Delaware Corporation"), Ameri-Can Pedigreed Seed Company, Inc., a Delaware corporation (the "Third Delaware Corporation," and together with the First Delaware Corporation and the Second Delaware Corporation, the "Corporations"), and Calgene LLC, a Delaware limited liability company (the "Delaware LLC").

WITNESSETH:

WHEREAS, the Delaware LLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Corporations by means of a merger of the Corporations with and into the Delaware LLC;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del.C. §18-101, et seq. (the "Delaware Act"), and Section 264 of the General Corporation Law of the State of Delaware, 8 Del.C. §101, et seq. (the "GCL"), authorize the merger of Delaware corporations with and into a Delaware limited liability company;

WHEREAS, the Corporations and the Delaware LLC now desire to merge (the "Merger"), following which the Delaware LLC shall be the surviving entity;

WHEREAS, the respective Board of Directors of each of the Corporations has approved this Agreement and the consummation of the Merger; and

WHEREAS, the sole member of the Delaware LLC has approved this Agreement and the consummation of the Merger.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger.

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Corporations and the Delaware LLC shall determine, the Delaware LLC, which shall be the surviving entity, shall file a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger (the "Effective Time").

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(b) At the Effective Time, the Corporations shall be merged with and into the Delaware LLC, whereupon the separate existence of the Corporations shall cease, and the Delaware LLC shall be the surviving entity of the Merger (the "Surviving LLC") in accordance with Section 18-209 of the Delaware Act and Section 264 of the GCL.

SECTION 1.02. Cancellation of Stock Conversion of Interests. At the Effective Time:

(a) Each share of capital stock of the First Delaware Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof;

(b) Each share of capital stock of the Second Delaware Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof;

(c) Each share of capital stock of the Third Delaware Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(d) Each limited liability company interest in the Delaware LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving LLC.

ARTICLE II

THE SURVIVING LIMITED LIABILITY COMPANY

SECTION 2.01. Certificate of Formation and Limited Liability Company Agreement. The certificate of formation and limited liability company agreement of the Delaware LLC in effect at the Effective Time shall be the certificate of formation and limited liability company agreement of the Surviving LLC unless and until amended in accordance with their terms and applicable law. The name of the Surviving LLC shall be Calgene LLC.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, the Delaware LLC shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Corporations, and all of the assets and property of whatever kind and character of the Corporations shall vest in the Delaware LLC without further act or deed; thereafter, the Delaware LLC, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Corporations, and any claim or judgment against any of the Corporations may be enforced against the Delaware LLC, as the Surviving LLC, in accordance with Section 18-209 of the Delaware Act and Sections 259 and 264 of the GCL.

SECTION 3.02. Further Assurances. If at any time the Delaware LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of any of the Corporations, or otherwise to carry out the provisions hereof, the proper representatives of the Corporations as of the Effective Time shall execute and deliver any and all proper deeds, assignments and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

ARTICLE IV

CONDITIONS TO THE MERGER

SECTION 4.01. Conditions to the Obligations of Each Party. The obligations of the Delaware LLC and the Corporations to consummate the Merger are subject to the satisfaction of the following conditions as of the Effective Time:

- (i) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger;
- (ii) all actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Merger shall have been obtained;
- (iii) this Agreement shall have been adopted by the sole stockholder of the First Delaware Corporation in accordance with applicable law;
- (iv) this Agreement shall have been adopted by the sole

stockholder of the Second Delaware Corporation in accordance with applicable law; and

(v) this Agreement shall have been adopted by the sole stockholder of the Third Delaware Corporation in accordance with applicable law.

ARTICLE V

TERMINATION

SECTION 5.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by the sole member of the Delaware LLC, the Board of Directors of the First Delaware Corporation, the Board of Directors of the Second Delaware Corporation or the Board of Directors of the Third Delaware Corporation.

SECTION 5.02. Effect of Termination. If this Agreement is terminated pursuant to Section 5.01, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law (including Section 251(d) of the GCL), be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Delaware LLC and by each of the Corporations.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, among the Corporations and the Delaware LLC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding among the Corporations and the Delaware LLC with respect to the subject matter hereof.

SECTION 6.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

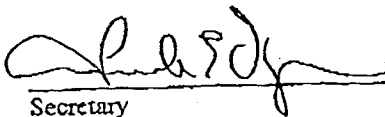
SECTION 6.04. Governing Law. This Agreement shall be governed by and construed in accordance the laws of the State of Delaware, without regard to principles of conflict of laws.

SECTION 6.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other parties hereto.

CERTIFICATE OF THE SECRETARY
OF
AMERI-CAN PEDIGREED SEED COMPANY, INC.

I, Frank E. Vigus, the Secretary of Ameri-Can Pedigreed Seed Company, Inc. (the "Corporation") hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the Corporation by a duly authorized officer of the Corporation, was duly approved and adopted by the sole stockholder of the Corporation.

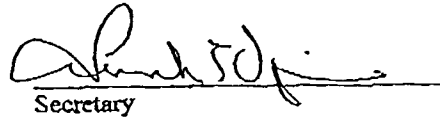
WITNESS my hand and seal of the Corporation this 27th day of December,
1997.


Secretary

CERTIFICATE OF THE SECRETARY
OF
CALGENE TECHNOLOGY CORPORATION

I, Frank E. Vigus, the Secretary of Calgene Technology Corporation (the "Corporation") hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the Corporation by a duly authorized officer of the Corporation, was duly approved and adopted by the sole stockholder of the Corporation.

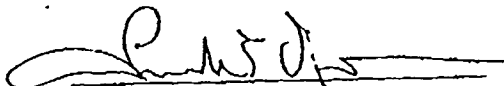
WITNESS my hand and seal of the Corporation this 29th day of December,
1997.


Secretary

CERTIFICATE OF THE ASSISTANT SECRETARY
OF
CALGENE, INC.

I, Frank E. Vigus, the Assistant Secretary of Calgene, Inc. (the "Corporation") hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the Corporation by a duly authorized officer of the Corporation, was duly approved and adopted by the sole stockholder of the Corporation.

1997. WITNESS my hand and seal of the Corporation this 21 day of December,


Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.


CALGENE, INC.

By: 
Name: Lloyd M. Kumimoto
Title: CEO and President

CALGENE TECHNOLOGY CORPORATION

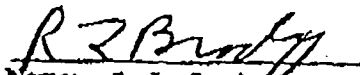
By: 
Name: Lloyd M. Kumimoto
Title: President

AMERICAN PEDIGREED SEED COMPANY, INC.

By: 
Name: Lloyd M. Kumimoto
Title: President

CALGENE LLC

By: Monsanto Company

By: 
Name: R. L. Brady
Title: Assistant Treasurer

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