

10-17-2005

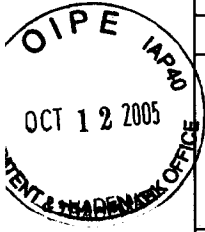
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...nts or the new address(es) below.



To the Director of the U.S. Patent and Trademark Office

1. Name of conveying party(ies):

Toshiyuki KOMORI (09/06/2005), Yoshimitsu TAKAKURA (09/06/2005), Yukoh HIEI (09/06/2005), Shoichi SUZUKI (09/06/2005), and
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Japan Tobacco Inc.

Internal Address: _____

Street Address: _____

2-1, Toranomom 2-chome, Minato-ku
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105-8422
JAPAN

City: _____

State: _____

Country: _____ Zip: _____

Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

Assignment Merger Change of Name

Security Agreement Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other _____

4. Application or patent number(s):

A. Patent Application No.(s)

10/520,350

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Mark J. Nuell, Ph.D.
BIRCH, STEWART, KOLASCH & BIRCH,
LLP

Internal Address: Atty. Dkt.: 0230-0220PUS1

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Fax Number: (703) 205-8050

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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 _____

Authorized User Name _____

9. Signature:

Signature

October 12, 2005

Date

Mark J. Nuell, Ph.D. - 36,623

Name of Person Signing

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

10/14/2005 ECOOPER 00000143 10520250

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40.00

**RECORDATION FORM COVER SHEET
(continued)**

Additional Conveying Party(ies)/Execution Date(s) (1. Continued):

Yoshiki KURAYA (09/06/2005)

Additional Assignees (2. Continued):

 Assignee Name: SYNGENTA LIMITED

Internal Address:

 Street Address: European Regional Centre
Priestley Road, Surrey Research Park
Guildford
Surrey GU2 7YH
UNITED KINGDOM

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____

Internal Address:

Street Address:

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____

Internal Address:

Street Address:

City: _____ State: _____ Country: _____ Zip: _____

Additional Applications and/or Patents (4. Continued):

 Additional Patent Application Numbers
4A. Continued:

 Additional Patent Numbers
4B. Continued:

Additional numbers attached?

Yes

No

BIRCH, STEWART, KOLASCH & BIRCH, LLP

UNITED STATES PATENT RIGHTS, OR
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS

ATTORNEY DOCKET NO.
0230-0220PUS1

ASSIGNMENT

Application No. 10/520,350

Filed January 4, 2005

Insert Name(s) of Inventor(s)

WHEREAS, Toshiyuki KOMORI, Yoshimitsu TAKAKURA, Yukch HIEI,
Shoichi SUZUKI and Yoshiki KURAYA

Insert Title of Invention

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in _____
THE RICE RESTORER GENE TO THE RICE BT TYPE CYTOPLASMIC MALE STERILITY
(filed on January 4, 2005 under USSN.10/520,350)

for which an application for Letters Patent of the United States of America has been executed by the undersigned (except in the case of a provisional application).

Insert Date of Signing of Application

on September 6, 2005; and

Insert Name of Assignee

WHEREAS, JAPAN TOBACCO INC. and SYNGENTA LIMITED

Insert Address of Assignee

of 2-1, Toranomom 2-chome, Minato-ku, Tokyo 105-8422 Japan and
European Regional Centre, Priestley Road, Surrey Research Park,
Guildford, Surrey GU2 7YH United Kingdom

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

CHECK BOX IF APPROPRIATE

in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries;

and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolasch & Birch, LLP 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 U.S. Patent and Trademark Office for recordation of this document.

The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date September 6, 2005 Name of Inventor Toshiyuki Komori
(signature) Toshiyuki KOMORI

Date September 6, 2005 Name of Inventor Yoshimitsu Takakura
(signature) Yoshimitsu TAKAKURA

Date September 6, 2005 Name of Inventor Yukoh Hiei
(signature) Yukoh HIEI

Date September 6, 2005 Name of Inventor Shoichi Suzuki
(signature) Shoichi SUZUKI

Date September 6, 2005 Name of Inventor Yoshiki Kuraya
(signature) Yoshiki KURAYA

Date _____ Name of Inventor _____
(signature)