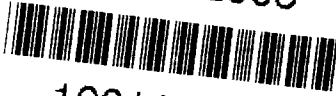


11-03-2005



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10/31/05

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

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

University Research Corporation

Execution Date(s) 3/29/94

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

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Assignment of 50% interest

**2. Name and address of receiving party(ies)**

Name: Ciba-Geigy Corporation

Internal Address: \_\_\_\_\_

Street Address: 444 Saw Mill River Road

City: Ardasley

State: New York

Country: United States of America Zip: 10502

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

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

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,559,034

Additional numbers attached?  Yes  No

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

Name: Larry W. Stults

Internal Address: Syngenta Biotechnology, Inc.

Street Address: 3054 Cornwallis Road

City: Research Triangle Park

State: NC

Zip: 27709

Phone Number: 919-765-5117

Fax Number: 919-541-8689

Email Address: edouard.lebel@syngenta.com

**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 8991

Expiration Date 4/06

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Edouard G. Lebel

Signature

10/28/05

Date

Edouard G. Lebel, Ph.D., Reg. No. 43,742

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

11/01/2005 ECOOPER 00000172 5559034

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40.00 DP

**ASSIGNMENT**

WHEREAS, University Research Corporation, a Colorado for-profit corporation, (herein called "ASSIGNOR"), having a place of business at 1305 University Avenue, Boulder, Colorado 80302, is sole owner of the invention in "Synergistic Antifungal Protein and Compositions Containing Same" more fully described in an application for a Patent of the United States, Serial No. 08/178,708, filed January 10, 1994;

WHEREAS, CIBA-GEIGY CORPORATION (herein called "ASSIGNEE"), having a principal place of business at 444 Saw Mill River Road, Ardsley, New York 10502, is desirous of obtaining an undivided half right, title and interest in, to and under the said invention and the said application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration the receipt of which is hereby acknowledged, we the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, an undivided half right, title and interest in, to and under the said invention, and the said United States Application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with

the right to file such applications and the right to claim for the same the priority of the United States, the International Convention of the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND WE HEREBY covenant and agree that I have full right to convey the undivided half interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign application, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, we hereunto set our hand and seal the day and year  
set opposite our signature.

Dated: 3/29/94

UNIVERSITY RESEARCH CORPORATION



\_\_\_\_\_  
Donald D. Gury  
Secretary/Treasurer