

03-28-2006



103205671

3.2204

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

shed documents or the new address(es) below.

## 1. Name of conveying party(ies):

James F. Beck

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

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

Execution Date: 03/08/04

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9524, Confirmatory License  
☒ Other Confidentiality and Proprietary Rights Agreement

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

Name: Syngenta Seeds, Inc.

Internal Address:

Street Address: 7500 Olson Memorial Highway

City: Golden Valley State: MN ZIP: 55427

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

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

A. Patent Application No.(s)

10/867,877

☐ This application 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 document should be mailed:

Name: Larry W. Stults

Internal Address: Syngenta Biotechnology, Inc.  
Patent Department

Street Address: 3054 Cornwallis Road

City: Research Triangle Park State: NC ZIP: 27709

Phone Number: 919-541-8614

Fax Number: 919-541-8689

Email address: bruce.vrana@syngenta.com

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 1.21(h) &amp; 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: 4/06b. Deposit Account Number  
Authorized User Name

## 9. Signature:

Bruce Vrana

Name of Person Signing  
Reg. No. 38,672

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the US Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

PATENT  
REEL: 017712 FRAME: 0303

RECEIVED  
MAR 27 2006  
103205671  
40.00  
01 FC:8021

This Confidentiality and Proprietary Rights Agreement ("Agreement") is entered into by and between Syngenta Seeds, Inc. ("the Company"), and the undersigned ("Employee"). In consideration of the position offered to Employee by the Company on an at-will basis, Employee and the Company agree to the following:

## 1. Best Efforts

Employee shall devote Employee's best efforts to the service of the Company (and such of its subsidiary, affiliate, or parent companies as the Company may designate) and shall perform to the best of Employee's ability such duties as may be assigned to Employee. Employee shall not engage in other employment or activities that are inconsistent with Employee's obligations and duties as an employee of the Company. Employee represents and warrants that the execution, delivery, and/or performance of this Agreement by Employee will not in any way violate or conflict with any other agreement by which Employee may be bound.

## 2. Inventions

(a). Employee agrees that any and all discoveries, inventions, improvements, ideas, methods, systems or plans relating to any process, machine, manufacture, composition of matter, plant or design, whether or not of a patentable nature, which Employee conceived or reduced to practice, or hereafter may conceive or reduce to practice, either solely or jointly with any other person or persons, at any time during the period of employment by the Company, or within six (6) months after termination of employment with Company, whether during working hours or at any other time (hereinafter "Inventions"), as well as all tangible items, including but not limited to, documents embodying such Inventions, shall be the sole and exclusive property of the Company, or its designee, and Employee will make full and prompt written disclosure thereof to the Company. Employee agrees to assign and hereby assigns Employee's entire right, title and interest in each such Invention to the Company or its designee. Such Inventions shall include any and all those relating to (a) any field of the Company's actual or contemplated operations or investigations at the time the invention is conceived or reduced to practice, including reasonable extensions thereof, and including any use for products made and/or sold by the Company or the making and/or selling of which may be contemplated by the Company, whether or not Employee's particular duties or responsibilities at the time are related to the specific field of such discovery, invention, improvement, idea, method, system or plan, and (b) any subject whatsoever in a field of work assigned to Employee by the Company. Company acknowledges and agrees that the provisions of this paragraph shall not apply to any Invention for which no equipment, supplies, facility or trade secret information of the Company is used by Employee, which is developed entirely on Employee's own time, which does not (i) relate to the business of the Company (including, without limitation, current operations and anticipated future operations, (ii) relate to the Company's actual or demonstrably anticipated research or development, or (iii) result from any work performed by Employee for the Company.

(b). Prior Inventions. Employee has listed in Schedule A below all ideas, inventions, discoveries, works of authorship and improvements in which Employee may have any right, title or interest, and which were made, discovered, developed or otherwise created by Employee (solely or jointly with others), or written wholly or in part by Employee, prior to Employee's employment with Syngenta, but neither yet published nor filed in any patent or trademark office.

## 3. Patents

At any and all times, both during employment by the Company or after termination thereof, Employee will, promptly on request of the Company, do all acts and execute, acknowledge and deliver all written

instruments as may be necessary to perfect vesting in the Company the entire right, title, and interest of Employee in any such Inventions, and to enable the Company properly to prepare, file, and prosecute applications for, and to obtain, Letters Patent thereon in any and all countries selected by the Company, as well as reissues, renewals and extensions thereof, and to obtain the record title to such applications and Letters Patent, so that the Company shall be the sole and absolute owner thereof. Employee will at any and all times, both during employment by the Company or after termination thereof, cooperate with the Company and its counsel in the preparation, filing and prosecution of any application for any such Inventions, in the maintenance and enforcement of any Letters Patent for any such Inventions, and in any other proceedings, including but not limited to patent oppositions and litigation, which may arise in connection with any of the Inventions; provided, however, that should such services be rendered after the termination of employment with the Company, a reasonable compensation shall be paid to Employee on a per diem basis, not exceeding that which Employee was receiving from the Company at the termination of employment, in addition to reasonable traveling and personal expenses incurred by Employee in rendering the services.

**4 Confidential Information**

During the term of employment, and thereafter, Employee will not, except as required in work assigned Employee by the Company, directly or indirectly, use for Employee or for others, or publish, or disclose to any third party any information, knowledge or data relating to the Company, its predecessors or affiliates or to any third party business contact of the Company, such as a customer or potential customer of the Company, as well as any other information, knowledge or data owned by, controlled by or in the possession of the Company, its predecessors or affiliates (whether or not utilized by the Company, its predecessors or affiliates and whether or not obtained, acquired or developed by Employee) or disclosed to the Company, its predecessors or affiliates or Employee by a third party during the term of employment with Company or any of its predecessors or affiliates (hereinafter "Confidential Information"). Confidential Information includes, but is not limited to: product or service information, including product formulations; fees, costs and pricing structures; distribution and sales methods and systems; sales and profit figures; marketing information; advertising and pricing strategies; analyses; diagrams; reports; computer software, including operating systems, applications, and program listings; flow charts; manuals and documentation; databases; accounting and business methods; business plans; innovations, designs, ideas, inventions and new developments and methods, whether patentable or unpatentable and whether or not reduced to practice; trade secrets; manufacturing know-how; raw material and product specifications; analytical techniques; quality control tests and procedures; proprietary information; customer lists; existing and prospective clients, distributors, agents, suppliers and customers and other information related thereto; and all similar and related information in whatever form. It is agreed that the above obligations shall not apply to (a) any Confidential Information that is now publicly available, (b) any Confidential Information that subsequently becomes publicly available other than by a breach of this Agreement or other than by a breach of any confidentiality agreement with a predecessor or affiliate of the Company or (c) any Confidential Information that Employee receives free of any obligation of confidentiality or restrictions on use from a third party after termination of employment with the Company.

**5. Copyrights**

Any material, including, but not limited to, written matter, prepared or authored by Employee during employment by the Company, whether during working hours or at any other time, for use by the Company or related to the actual or contemplated operations of the Company or its predecessors or affiliates at the time the material is prepared shall be considered a work made for hire, and the

copyright in such material shall belong exclusively to the Company. The Company shall further have the unlimited right to use, copy, reproduce, publish or otherwise disseminate any such material. At any and all times, both during employment by the Company and after termination thereof, Employee shall promptly on request of the Company do all as may be necessary to vest in the Company the entire right, title and interest of Employee in the copyright in any such material.

## 6. Termination of Employment

- a. Employee's employment with the Company may be terminated by either party at any time. Employee's execution of the Agreement does not create in Employee any contractual or implied right to continued employment with the Company, and the right of the Company to terminate Employee's employment at any time and for any reason or no reason, with or without notice, is specifically preserved. All documents and tangible things embodying or containing Confidential Information are the Company's exclusive property. Upon termination of employment, Employee shall deliver to the Company all materials and copies thereof, including, but not limited to, writings, records, data, photographs, memoranda, manuals, handbooks, contracts, orders, sales literature, price lists, customer lists, data processing materials, software programs, manufacturing and production materials and any other documents, whether or not obtained from the Company, which pertain to the Company, contain Confidential Information or were received or used by Employee in connection with employment by the Company. Termination of employment shall not affect the obligations of Employee which, pursuant to the express provisions hereof, continue in effect. Modification or change of Employee's duties by the Company shall not affect Employee's continuing obligation to fully observe the provisions of this Agreement.
- b. Employee shall also deliver all equipment, employee identification cards and passes, credit cards and other similar items of Company property to the Company promptly on termination of Employee's employment.
- c. Employee hereby authorizes the Company to deduct from any wages or payments otherwise due Employee, to the full extent permitted by law, the reasonable value of any Company property that Employee fails to return on termination of Employee's employment.
- d. Employee shall not, for a period of one (1) year after the date of the termination or expiration, for whatever reason, of employment by Syngenta, without the prior written consent of Syngenta, solicit or attempt to solicit, by means of any directed communication or correspondence, for employment for or on behalf of any corporation, partnership, venture or other business entity any person who, on the date of termination of employment by Syngenta or within six (6) months prior to that date, was employed by Syngenta or its direct or indirect subsidiaries and with whom Employee had contact during the course of employment with Syngenta (whether or not such person was subject to a covenant not to compete with Syngenta).

## 7. General Provisions

- a. Employee acknowledges that the following are Syngenta's sole and exclusive property: (i) all documents, files, records, telephone records, recordings, electronic transmissions, accounts, notebooks, computer hardware, software, and files, electronic mail, or other storage media and any copies thereof containing, referring to or constituting Syngenta's Confidential Information, as defined herein; (ii) all documents, files, records, telephone records, recordings, accounts, notebooks, computer hardware, software, and files, electronic mail, or other storage media and any copies thereof, whether or not containing, referring to or constituting Syngenta's Confidential

Information, which are obtained or created at Syngenta's expense, using Syngenta's property or equipment, or during Employee's Syngenta work hours, and (iii) all samples, books, periodicals and other materials provided to Employee by Syngenta, in the course of Employee's employment with Syngenta, or at Syngenta's expense.

- b. Employee acknowledges and agrees that Syngenta shall have full right of access to all Syngenta property as defined in Section 7(a) of this Agreement and that Employee shall have no privacy rights with respect to any such property and, further, that Employee shall turn over to Syngenta any such property immediately upon Syngenta's request. Specifically, Employee shall not assume the confidentiality of any activities using Syngenta provided access or services relating to electronic mail, internet or intranet services. Syngenta specifically reserves the right to review any files, messages, or communications sent, received or stored on Syngenta provided computer systems.
- c. All provisions of this Agreement are intended to be interpreted and construed in a manner to make such provisions valid, legal and enforceable. To the extent that any paragraph of this Agreement or any word, phrase, clause, or sentence hereof shall be deemed by any court to be illegal or unenforceable, such word, clause, phrase, sentence or paragraph shall be deemed modified, restricted or omitted to the extent necessary to make this Agreement enforceable.
- d. The promises set forth in this Agreement may be assigned by, and shall be binding upon, the successors and assigns of the Company. This Agreement may not be assigned by the Employee, but shall be binding upon Employee's executors, administrators, heirs and legal representatives.
- e. No waiver by the Company of any breach by Employee of any of Employee's obligations, covenants, or representations under this Agreement shall constitute a waiver by the Company of any prior or subsequent breach by Employee.
- f. This Agreement is the entire agreement of the parties with respect to its subject matter and may not be changed or amended orally but only by an agreement in writing, signed by both parties. Any other understandings and agreements, oral or written, respecting the subject matter of this Agreement are superseded and canceled, provided, however, that any confidentiality agreements between Employee and any predecessor or affiliate of the Company shall not be terminated by this Agreement
- g. Any notice required under this contract shall be deemed given upon deposit in the U.S. mail, postage prepaid, certified return receipt requested, addressed to the General Counsel of the Company at its place of business or to Employee at Employee's home address as reflected in the records of the Company.
- h. This Agreement shall be governed by and construed in accordance with the laws of Delaware without giving effect to the principles of conflicts of law under Delaware law.

Signature of Employee

*James F. Beak*

Print Name of Employee

JAMES F. BEAK

Date 3-8-04

SCHEDULE A

PRIOR INVENTIONS (as defined in Section 2 (b))

(if none, write "none")

NONE

(add additional pages as necessary)

Signed:

Employee's Full Name

James F. Rock

Date:

3-8-04