

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BASF Atkiengesellschaft	12/14/2005
RECEIVING PARTY DATA	
Name:	Wyeth
Street Address:	Five Giralda Farms
City:	Madison
State/Country:	NEW JERSEY
Postal Code:	07940
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5869426
Patent Number:	6080861
CORRESPONDENCE DATA	
Fax Number:	(973)660-7973
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	doranm2@wyeth.com
Correspondent Name:	William H. Calnan: Wyeth
Address Line 1:	Five Giralda Farms
Address Line 4:	Madison, NEW JERSEY 07940
ATTORNEY DOCKET NUMBER:	ACY33382
NAME OF SUBMITTER:	William H. Calnan
Total Attachments: 3 source=U.S. 5,869,426 and U.S. 6,080,861#page1.tif source=U.S. 5,869,426 and U.S. 6,080,861#page2.tif source=U.S. 5,869,426 and U.S. 6,080,861#page3.tif	

CH 5869426 \$80.00

## ASSIGNMENT AGREEMENT

This Assignment is made and entered into by and between

BASF Atkiengesellschaft , the Assignor, of

**D-67056 Ludwigshafen**

**Federal Republic of Germany**

- hereinafter referred to as **Assignor** -

and

**Wyeth, the Assignee, a corporation organized and existing under the laws of the State of Delaware, United States of America, of (formerly American Home Products Corporation)**

**Five Giralda Farms**

**Madison, New Jersey 07940-0874**

**United States of America**

- hereinafter referred to as **Assignee** -

The **Assignor** is the registered proprietor of the following patents

File No.: ACY 33382 US-1

Title: HERBICIDAL 6-THIENYLOXYPYRID-2 -CARBOXAMIDES

Patent No.: US 5,869,426

File No.: ACY 33382 US-2

Title: HERBICIDAL 6-THIENYLOXYPYRID-2 -CARBOXAMIDES

Patent No.: US 6,080,861

The **Assignor** has agreed to assign said patents to the **Assignee**.

It is agreed as follows:

In consideration of the sum of \$1.00 (One Dollar), the receipt of which is acknowledged, the **Assignor** assigns to the **Assignee** its entire right, title and interest in and to the patents listed above, and in and to all patents resulting from any of said patent applications, and any subsequently filed provisional, non-provisional, continuation, divisional, renewals, extensions or substitutes of any thereof.

This Assignment is made subject to a non-exclusive, royalty-free, fully paid-up, perpetual and irrevocable right and license, to BASF Aktiengesellschaft and its affiliates in, under and

to said patents being hereby assigned, and any and all patents resulting from said patent applications, in the Agricultural Field and Chemicals Field, wherein,

"Chemicals Field" shall mean industrial chemicals, such as polymer products and additives, coatings and resins, papers chemicals, mining chemicals, water treating chemicals, dyes, pigments adhesives and composites; and

"Agricultural Field" shall mean plant agriculture, horticulture, aquaculture, forestry, fruits, vines, vegetables, greenhouse and horticulture product systems, including applications relating to plant and crop protection, plant health, plant growth, plant modification/manipulation, plant production, plant disease and stress resistance, including

- (a) the development of commercial products and systems therefore, whether chemical or biological in nature, such as but not limited to, seeds, genetically engineered plants and parts thereof and foodstuffs, feedstuffs and other compositions made therefrom, plant growth regulators, herbicides, insecticides, acaricides, nematocides, fungicides, rodenticides, agents for the protection during transport or storage of harvested agriculture, horticulture, aquaculture, and/or forestry products; and including the home and garden, consumer, industrial, commercial, and public health markets therefor; and

- (b) plant-based production systems, including tissue culture, of pharmaceuticals, Nutraceuticals, industrial products and/or chemical intermediates, including the development and commercialization of commercial products and systems therefor, wherein, "Nutraceuticals" shall mean a food, part of a food or other foodstuff or food supplement that may be marketed as having a specific health benefit, including the prevention, amelioration, eradication or other treatment of disease, and

for the avoidance of doubt and other than as set forth above, "Agricultural Field" shall not include the "Plant Food Business" as that term is utilized in the context of those certain agreements between Cytex Technology Corporation and American Cyanamid Company relating to the divestiture of American Cyanamid Company's chemicals unit in 1993; or the

Animal Health Business, wherein, "Animal Health Business" shall mean the discovery, research, development, manufacturing, formulation, licensing, marketing, distribution and sale of products, including, without limitation, pharmaceuticals, nutritionals, pesticides and biologicals (including vaccines, antibodies, interleukins, somatotropins, large molecule therapeutics, proteins and peptides), as each of the foregoing may be used for the treatment, prevention, correction, amelioration, or diagnosis of disease, illness, injury or any other condition in non-human animals.

This assignment includes the right of the **Assignee** to bring action and claim relief in respect of any infringement of the patents which occurred before the date of this assignment.

**Assignor** further covenants that upon **Assignee's** request, **Assignor** will promptly provide to **Assignee** all pertinent facts and documents relating to said Letters Patents and legal equivalents as may be known and accessible to **Assignor** and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to **Assignee** or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Letters Patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

This Assignment includes the right to file applications under the Paris Convention, corresponding to or based on any of the applications for patents and to claim priority from those applications.

D-67056 Ludwigshafen

Date: 14. 12. 05

BASF Aktiengesellschaft

Madison, New Jersey, U.S.A.

Date:

Wyeth



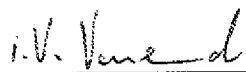
Name: Dr. Reinhold Koster

Title: Director Patents, Trademarks & Licensing  
Crop Protection



Name: William H. Calnan

Title: Assistant Secretary



Name: Dr. Michael Vonend

Title: Senior Counsel Intellectual Property, Agricultural Products  
Crop Protection