

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 8/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies)
 T. Lynne Reuber; Oliver Ratcliffe; Thomas Ruff; Rebecca Thompson-Mize; Jindong Sun

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

2. Name and address of receiving party(ies)
 Name: Mendel Biotechnology, Inc.
 Internal Address: _____
 Street Address: 21375 Cabot Blvd
 City: Hayward
 State: CA
 Country: US Zip: 94545

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

3. Nature of conveyance/Execution Date(s):
09/19/2006; 09/15/2006; 09/14/2006
 Execution Date(s) _____

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
11/479,226

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Suzanne Mack
 Internal Address: _____
 Street Address: 21375 Cabot Blvd
 City: Hayward
 State: CA Zip: 94545
 Phone Number: (510) 259-6115
 Fax Number: (510) 264-0254
 Email Address: smack@mendelbio.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 _____
 Expiration Date _____

b. Deposit Account Number 50-1025
 Authorized User Name Suzanne Mack

9. Signature: Suzanne Mack 10/02/2006
 Signature Date

Suzanne Mack Total number of pages including cover sheet, attachments, and documents: 9
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 501025 11479226

ATTACHMENT TO RECORDATION FORM COVER SHEET**2. Name and address of receiving parties (continued from PTO-1595)**

Name: Monsanto Technology LLC
Street Address: 700 Chesterfield Pkwy West
City: Chesterfield
State: Missouri
Country: US Zip: 63017

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by T. Lynne REUBER and Oliver RATCLIFFE (hereinafter referred to as the assignors), residing at 1115 South Grant Street, San Mateo, California 94402, and 814 East 21st Street, Oakland, California 94606; and, respectively, witnesseth:

WHEREAS, said assignor has invented certain new and useful inventions in **TRANSCRIPTIONAL FACTORS FOR INCREASING YIELD**, set forth in an application for Letters Patent of the United States bearing Serial No. 11/479,226, filed on June 30, 2006; and

WHEREAS, Mendel Biotechnology, a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 21375 Cabot Boulevard, Hayward, California 94545 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

9/19/06
Date

Oliver J Ratcliffe
Oliver RATCLIFFE

9/19/06
Date

T. Lynne Reuber
T. Lynne REUBER

ASSIGNMENT

WHEREAS, I/WE, the undersigned, have made certain invention or inventions which are disclosed in patent application(s) and/or provisional patent application(s) titled:

TRANSCRIPTION FACTORS FOR INCREASING YIELD

which was filed on June 30, 2006 and assigned Serial No. 11/479,226.

WHEREAS, Monsanto Technology LLC, of St. Louis, Missouri, a Corporation of the State of Delaware, USA is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patent applications for said inventions and patents which may be granted therefor;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, I/WE do hereby sell, assign and transfer to said Monsanto Technology LLC, its successors and assigns, all of my/our rights, title and interest in and to

- (a) said invention or inventions, in any form or embodiment thereof and said patent application(s);
- (b) any and all improvements on said invention(s) now or hereafter made by me/us as employee(s), agent(s) or contractor(s) of Monsanto Company including its affiliates and patent applications for said improvements;
- (c) any and all applications for said invention(s) or improvement(s) filed in any country, including the right to file applications in countries other than the country of priority filing under the provisions of any international convention;
- (d) any and all continuing applications including divisional, continuation and continuation-in-part applications, substitute applications, and applications claiming benefit of an earlier filed provisional application which may be filed for said invention(s) or improvement(s) in any country;
- (e) any and all patents which may be granted in any country from said applications including reissues and extensions thereof.

I/WE hereby authorize and request the issuing authority to issue any and all patents for said invention or inventions from any of said applications to said Monsanto Technology LLC, as assignee of the entire interest.

I/WE further agree, without any payment by Monsanto Technology LLC other than in reimbursement of reasonable expenses I/we may incur, to communicate to said Monsanto Technology LLC, its representatives or agents, any facts relating to said invention, inventions or improvements, including evidence for purposes of interference, opposition or other legal proceedings, whenever requested; testify in any interference, opposition or other legal proceedings, whenever requested; and execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective.

Application No. 11/479,226

IN TESTIMONY WHEREOF, I have hereto set my hand on the date set after my signature.

Signature: Thomas G. Ruff

Date: 9-15-06

Name: Thomas G. Ruff

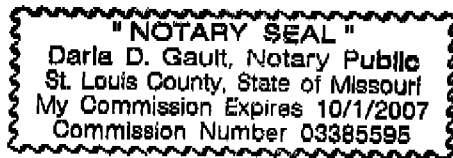
Residence: 18727 Vixen Drive

Wildwood, MO 63069

State of Missouri }
County of St. Louis } ss.

On this 15th day of September, 2006 before me personally appeared Thomas G. Ruff, known to me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed; in testimony whereof I have hereto set my hand and official seal on the day last above written.

(seal) Darla D. Gault



IN TESTIMONY WHEREOF, I have hereto set my hand on the date set after my signature.

Signature: Rebecca L. Thompson-Mize

Date: 9/14/06

Name: Rebecca L. Thompson-Mize

Residence: 37 Shady Meadows Court

St. Charles, MO 63304

State of Missouri

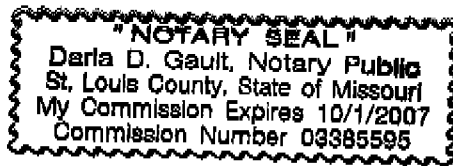
County of St. Louis

}
} ss.
}

On this 14th day of September, 2006 before me personally appeared Rebecca L. Thompson-Mize known to me to be the person who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed; in testimony whereof I have hereto set my hand and official seal on the day last above written.

(seal)

Darla D. Gault



IN TESTIMONY WHEREOF, I have hereto set my hand on the date set after my signature.

Signature: *Jindong Sun*

Date: 9-14-2006

Name: Jindong Sun

Residence: 1703 Florine Blvd

St. Charles, MO 63303

State of Missouri }
County of St. Louis } ss.

On this 14th day of September, 2006 before me personally appeared Jindong Sun known to me to be the person who executed the foregoing instrument and acknowledged that s/he executed the same as his/her free act and deed; in testimony whereof I have hereto set my hand and official seal on the day last above written.

(seal) *Darla D. Gault*

