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FINANCE SECTION

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

10-16-06

1. Name of conveying party(ies)
Debbie Knutzon

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

2. Name and address of receiving party(ies)
Name: Calgene LLC
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) September 17, 1999
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 1920 Fifth Street

City: Davis
State: California
Country: USA Zip: 95616
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)
09/330,235
11/445,506

B. Patent No.(s)
6,459,018

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Janelle D. Waack
Internal Address: Howrey LLP

Street Address: 1111 Louisiana, 25th Floor

City: Houston
State: Texas Zip: 77002-5242
Phone Number: 713-787-1400
Fax Number: 713-787-1440
Email Address: waackj@howrey.com

6. Total number of applications and patents involved: 3
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120
 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 08-3038
Authorized User Name Howrey LLP

9. Signature: Janelle D. Waack 10/16/06
Signature Date
Name of Person Signing: Janelle D. Waack Total number of pages including cover sheet, attachments, and documents: 3

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

10/16/2006 DBYRNE 00000003 083038 09330235
01 FC:8021 (120.00 DA)

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) entitled:

POLYUNSATURATED FATTY ACIDS IN PLANTS

identified as USSN 09/330,235 and filed on June 10,1999 ; and

WHEREAS, Calgene LLC, of Davis, California, a Corporation of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, I/WE do hereby sell, assign and transfer to said Calgene LLC, its successors and assigns, the entire right, title and interest in and to said invention or inventions, in any form or embodiment thereof, and in and to said application(s); and in and to any and all applications filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also in and to any and all improvements on said invention or inventions now or hereafter made by me/us as employee(s), agent(s) or contractor(s) of said Calgene LLC; also the entire right, title and interest in and to any and all patents, including reissues and extensions thereof, to be obtained in this or any foreign country upon said invention, inventions or improvements, and any and all divisional, continuation, continuation-in-part and substitute applications which may be filed upon said invention, inventions or improvements in this or any foreign country; and

I/WE hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Calgene LLC, as assignee of the entire interest.

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

IN TESTIMONY WHEREOF, I/WE have hereto set our hands and seals on the dates set after our signatures.