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1. Name of conveying party(ies):

MAHYCO AMERICAN Inc.

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

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

MAHARASHTRA HYBRID SEEDS COMPANY  
LIMITED

Resham Bhavan,  
4<sup>th</sup> Floor, 78 Veer Nariman Road,  
Mumbai 400 020  
INDIA

3. Nature of conveyance:

- Assignment                       Merger  
 Security Agreement     Change of Name  
 Other    Exclusive License

Execution Date: March 1, 2002

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

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

60/076,627

B. Patent No.(s)

6,852,907

Additional numbers attached?  Yes  No

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

Jyoti C. Iyer, Esq.  
9113 Tallfield Ct  
Lanham, MD 20706  
CUSTOMER NO.: 65654

6. Total number of applications and patents involved:  
2 (Two)

7. Total fee (37 CFR 3.41): \$80.00  
 Enclosed.

8. Payment Information  
Check No.: 2273

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jyoti Iyer  
Jyoti C. Iyer

Reg. No. 54,613

December 15, 2006  
Date

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

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PATENT  
REEL: 018700 FRAME: 0585

**LICENSE AGREEMENT**

**by and between**

**MAHYCO AMERICAN INC.,**

**An Illinois Corporation**

**and**

**MAHARASHTRA HYBRID SEEDS COMPANY LTD.,**

**An Indian Company**

## EXCLUSIVE SUBLICICENSE AGREEMENT

This Sublicense Term Sheet is entered into and made effective as of this 1<sup>st</sup> day of March Two Thousand and Two, by and between MAHYCO AMERICAN Inc., an Illinois Corporation located at 334 Jennifer Lane, Roselle, Illinois 60172, and hereinafter referred to as the "Licensee", which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and assigns, of the ONE PART and MAHARASHTRA HYBRID SEEDS COMPANY LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Resham Bhavan, 4<sup>th</sup> Floor, 78 Veer Nariman Road, Mumbai - 400 020, and its Research Centre on the Jalna - Aurangabad Highway, at Village Dawalwadi, Tq. Badnapur, Dist: Jalna, and hereinafter referred to as the "Sublicensee", which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and assigns, of the OTHER PART.

### WHEREAS:

1. The Scripps Research Institute, is a California non-profit benefit corporation, engaged in fundamental scientific biomedical and biochemical research, including research relating to strategies to control geminiviruses by genetic engineering;
2. The Scripps Research Institute disclosed to Mahyco American, an Illinois corporation engaged in the research and development of hybrid crop seeds, certain technology described in U.S. Patent Application Serial Number 60/076,627 entitled "Resistance in Plants to Infection by ssDNA Virus Using Inoviridae Virus ssDNA-Binding Protein, Compositions and Methods of Use" by Dr. Roger Beachy et al. (the "G-5 Patent Application"), and U.S. Patent Application Serial Number 60/117,285 entitled "Control of Geminivirus Infections in Plants Using Replicase Associated Proteins, Compositions and Methods of Use" by Dr. Claude Fauquet et al. (the "N-Rep Patent Application);
3. The Scripps Research Institute, by a License Agreement dated the 15<sup>th</sup> day of April, 1999 ("Master License Agreement"), granted to Mahyco American ("Licensee" therein and herein) an exclusive, world-wide license (attached as Exhibit I to this Sublicense) with respect to the G-5 and N-Rep Patent Applications, including the sole and exclusive right to grant sublicenses thereunder, with a view to developing and marketing agricultural products in the Field;
4. The Sublicensee, is an Indian Company engaged in research and development of hybrid crop seeds.
5. Licensee desired to grant to the Sublicensee, and the Sublicensee wished to acquire, the exclusive, world-wide rights and license to the G-5 and N-Rep Patent Applications and to certain patent rights and know-how of Scripps with respect thereto, with a view to developing and marketing agricultural products in the Field;
6. Licensee has, by an earlier license agreement dated 24<sup>th</sup> November 1999, agreed to grant to the Sublicensee the exclusive, world-wide rights and license to the G-5 and N-Rep technology and Patent Applications on terms and conditions set forth in therein;
7. In view of the earlier agreement dated 24<sup>th</sup> November 1999 not being in the format provided by The Scripps Research Institute, the parties hereto wish to re-state the rights granted therein in the format provided by The Scripps Research Institute.

Grant of Sublicense: Licensee hereby grants to Sublicensee a Sublicense under and on all the same terms and conditions of that certain License Agreement between Licensee and The



Scripps Research Institute, a California non-profit public benefit corporation ("Scripps") attached hereto as Exhibit I (the "Master License Agreement"), except as set forth below:

- A) All of the terms and conditions of the Master License Agreement shall apply to the parties hereto and the Sublicensee shall be bound by the same as if the term "Scripps", wherever it occurs in the body of the Master License Agreement, shall mean "Licensee", and the term "Licensee" wherever it occurs in the body of the Master License Agreement, shall mean "Sublicensee" (EXCEPT FOR Sections 3.2, 3.6.1 and 3.6.2 of the Master License Agreement, wherein the terms "Scripps" and "Licensee" shall retain their original meaning).
- B) Term: The term of this Sublicense shall be that as specified in the Reserve Bank of India (RBI) approval letter dated 29<sup>th</sup> August 1999, and attached to this Sublicense as Exhibit II.
- C) Section 2.5 'Term of License' and Section 2.7 'Duration of Royalty Obligations' of the Master License Agreement shall be read in the light of Section B herein.
- D) Royalty Payments: All royalty amounts stated in Section 2.3.1 'Percentage Royalty' of the Master License Agreement shall be increased by 0.5% respectively.
- E) The standard conditions attached to the aforesaid RBI approval letter, shall apply to this Sublicense.
- F) Any reporting to be made by the Sublicensee under Sections 2.8 and 4.1 of the Master License Agreement, shall be made by the Sublicensee to The Scripps Research Institute with a copy to the Licensee.
- G) All payments to be made under Sections 2.3, 2.4 and 2.10 of the Master License Agreement shall be made by the Licensee/Sublicensee to the Scripps Research Institute.
- H) In the Master License Agreement, Sub-Section titled 'Sales by Sublicensees' (under Section 2.4 'Quarterly Payments') and numbered 2.5.2, is incorrectly numbered and shall be re-numbered 2.4.2.
- I) Section 8.1 'Term' in the Master License Agreement, includes the words '...Section 2.6..' This shall be changed hereby to read '...Section 2.7...'
- J) This Sublicense supersedes/replaces all previous communications, correspondence and/or understandings, etc., whether oral or written, between the Licensee and Sublicensee, relating in whole or part to the same subject matter incorporated herein.

By its signature below, the Sublicensee agrees to be bound by all of the terms and conditions of the Master License Agreement, as modified hereby, for the benefit of the Licensee and The Scripps Research Institute.

**LICENSEE:**  
MAHYCO AMERICAN INC.

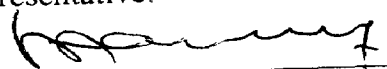
By its duly authorised representative:



Name: Mr. Arun Goyal  
Title: President

**SUBLICENSEE:**  
MAHARASHTRA HYBRID  
SEEDS COMPANY LIMITED

By its duly authorised  
representative:



Name: Mr. Shyam Sunder Agrawal  
Title: Deputy Managing Director