

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Carlos F. BARBAS III</td> <td>06/11/2001</td> </tr> <tr> <td>Justin T. STEGE</td> <td>06/07/2001</td> </tr> </tbody> </table>		Name	Execution Date	Carlos F. BARBAS III	06/11/2001	Justin T. STEGE	06/07/2001
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Carlos F. BARBAS III	06/11/2001						
Justin T. STEGE	06/07/2001						
RECEIVING PARTY DATA							
Name:	The Scripps Research Institute						
Street Address:	10550 North Torrey Pines Road						
City:	La Jolla						
State/Country:	CALIFORNIA						
Postal Code:	92037						
PROPERTY NUMBERS Total: 1							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11639706</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11639706		
Property Type	Number						
Application Number:	11639706						
CORRESPONDENCE DATA							
Fax Number:	(858)720-5125						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	(858) 720-7940						
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Correspondent Name:	James J. Mullen III, Ph.D.						
Address Line 1:	Morrison & Foerster LLP						
Address Line 2:	12531 High Bluff Drive, Suite 100						
Address Line 4:	San Diego, CALIFORNIA 92130						
ATTORNEY DOCKET NUMBER:	278012001410						
NAME OF SUBMITTER:	James J. Mullen III, Ph.D.						
Total Attachments: 2 source=SN 11639706 - Docket 278012001420 - Scripps#page1.tif source=SN 11639706 - Docket 278012001420 - Scripps#page2.tif							

CH \$40.00 11639706

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Carlos F. BARBAS, III and Justin T. STEGE (hereinafter referred to as the assignors), residing at 755 Pacific Surf Drive, Solana Beach, CA 92075 and 6931 Worchester Place, San Diego, CA 92126, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in METHODS AND COMPOSITIONS TO MODULATE EXPRESSION IN PLANTS, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/765,555 and filed on January 19, 2001; and

WHEREAS, The Scripps Research Institute, a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 10550 North Torrey Pines Road, La Jolla, CA 92037, (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.

6/11/01
Date


Carlos F. BARBAS, III

Date

Justin T. STEGE

**ASSIGNMENT
JOINT**

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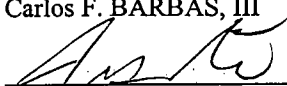
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AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful 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.

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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.

Date
6/7/01

Carlos F. BARBAS, III


Date

Justin T. STEGE
