

## 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 Aktiengesellschaft	05/08/2006
RECEIVING PARTY DATA	
Name:	Dow AgroSciences LLC
Street Address:	9330 Zionsville Road
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46268
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	60531614
Application Number:	10584354
PCT Number:	EP0414590
CORRESPONDENCE DATA	
Fax Number:	(317)337-4847
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	317-337-4820
Email:	mdlyons@dow.com
Correspondent Name:	Michele Lyons
Address Line 1:	9330 Zionsville Road
Address Line 4:	Indianapolis, INDIANA 46268
ATTORNEY DOCKET NUMBER:	64958
NAME OF SUBMITTER:	Michele Lyons
Total Attachments: 4	
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REEL: 020369 FRAME: 0178



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**EXHIBIT 3**  
**to the Release and Settlement Agreement DAS / BASF**

**ASSIGNMENT OF XR-742 PROCESS PATENTS**  
**AND**  
**APPLICATIONS FOR PATENTS**

This Assignment of Patents and Applications for Patents ("**Assignment**") is effective as of the effective date of the Release and Settlement Agreement ("**Effective Date**") by and among BASF Aktiengesellschaft, a company registered under the laws of Germany ("**BASF**") and Dow AgroSciences LLC, a Delaware limited liability company ("**DAS**").

**BACKGROUND**

Whereas BASF and DAS have entered into a Release and Settlement Agreement effective March 3, 2006 ("**Release and Settlement Agreement**") pursuant to which BASF is assigning, transferring and conveying certain patents and patent applications to DAS and DAS is accepting such patents and patent applications.

**TERMS**

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

Effective as of the Effective Date, and subject to the terms and conditions of the Release and Settlement Agreement, BASF hereby assigns, transfers and conveys to DAS, to be held and enjoyed by DAS for its own use and benefit and for its successors and assigns as the same would have been held by BASF had the Assignment not been made, all right, title and interest in and to all patents, patent applications, inventions, invention disclosures, trade secrets, know-how or technology, and any licenses related to the

foregoing, owned, controlled or held by BASF relating to the manufacture of XR-742, including WO 2005/063753 and WO 2005/063780 ("**Patents**"), (including without limitation, the patents and patent applications shown in Schedule A hereto), including, without limitations, all reissues, divisions, continuations, continuations-in-part, extensions thereof, and supplementary protection certificates related thereto, all licenses of the proceeds from the Patents, all claims, demands and rights to recovery that BASF has or may have for past or future infringements, misappropriation or other violations of such Patents, if any, and all rights to compromise, sue for and collect on such claims, demands and rights to recovery.

BASF and DAS shall each take, and shall cause their respective affiliates to take, any and all additional actions as may be necessary or appropriate to effect the transactions contemplated by this Assignment. BASF shall have a continuing obligation to assist DAS in assigning and transferring these patent applications to DAS, and do all things necessary, proper and advisable to support such assignment and transfer, including the execution, acknowledgement and recordation of specific assignments, oaths, declarations and other documents. BASF will cooperate with DAS in the prosecution of any assigned patents by assisting DAS with any formalities and by providing any required documentation available. BASF is not obligated to perform any additional experimentation that may be required for prosecution. BASF shall take, and shall cause its Affiliates to take, any and all actions that are necessary and appropriate to maintain any and all Patents assigned under this assignment in force until such time that the DAS can reasonably be expected to assume such obligations. DAS will reimburse BASF for all costs incurred from third parties for filing and prosecution of the Patents after January 4, 2006.

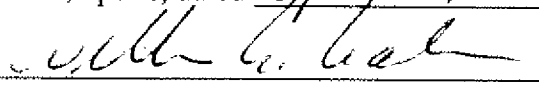
In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Release and Settlement Agreement, the terms and conditions of the Release and Settlement Assignment shall govern, supersede and prevail.

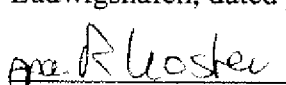

Neither party hereto may assign, delegate or transfer its rights under this Assignment without the prior written consent of the other party hereto, except that DAS

may assign, delegate or transfer any such right without such consent. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of the dates set forth next to their signatures.

*GEM  
13 Apr 06*  
**Dow AgroSciences LLC**  
Indianapolis, dated April 25, 2006  
  
Name: William W. Wales  
Title: V.P., Secretary and  
General Counsel

**BASF Aktiengesellschaft**  
Ludwigshafen, dated May 8, 2006  
   
Name: Koster  
Title: Director, Patents  
BECKER  
Director, Legal

**Attachment:** Schedule A

Schedule A

**to EXHIBIT 3 Assignment of XR-742 Process Patents and Applications for Patents**

<u>Priority Appl. No</u>	<u>Prio Appl. Date</u>	<u>Selected Pub. No</u>	<u>Publication Date</u>
US 60/531,613 EP 03029728.7 (both withdrawn)	23 December 2003	WO 2005/063753	14 July 2005
US 60/531,614 EP 03029730.3 (both withdrawn)	23 December 2003	WO 2005/063780	14 July 2005

27