

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
General Electric Capital Corporation	01/09/2008

RECEIVING PARTY DATA

Name:	Cibus LLC
Street Address:	4025 Sorrento Valley Blvd.
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121-1211

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6004804
Patent Number:	6010907
Patent Number:	6211351
Patent Number:	6271360
Patent Number:	6479292
Patent Number:	6573046
Patent Number:	6586184
Patent Number:	6870075
Patent Number:	7060500
Patent Number:	7094606

CORRESPONDENCE DATA

Fax Number: (858)792-6773

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8588476700

Email: PTOMailSanDiegoNorth@foley.com

PATENT

500443564

REEL: 020385 FRAME: 0694

OP \$400.00 6004804

Correspondent Name: Barry S. Wilson
Address Line 1: P.O. Box 80278
Address Line 4: SAN DIEGO, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER:

074267-0102

NAME OF SUBMITTER:

Barry S. Wilson

Total Attachments: 9

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FORM PTO-1595 (modified)

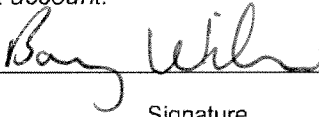
U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies): General Electric Capital Corporation		2. Name and address of receiving party(ies): Cibus LLC 4025 Sorrento Valley Blvd. San Diego, CA 92121-1211																	
Additional conveying party(ies) NO		Additional name(s) & address(es) attached? NO																	
3. Nature of conveyance: ASSIGNMENT Execution Date: January 9, 2008																			
4. Application number(s) or patent number(s): If this is being filed together with a new application, the execution date of the application is: <table border="0"> <tr> <td colspan="2">A. Patent Application Number(s):</td> <td colspan="2">B. Patent Number(s):</td> </tr> <tr> <td>6,004,804</td> <td>6,271,360</td> <td>6,586,184</td> <td>7,094,606</td> </tr> <tr> <td>6,010,907</td> <td>6,479,292</td> <td>6,870,075</td> <td></td> </tr> <tr> <td>6,211,351</td> <td>6,573,046</td> <td>7,060,500</td> <td></td> </tr> </table>				A. Patent Application Number(s):		B. Patent Number(s):		6,004,804	6,271,360	6,586,184	7,094,606	6,010,907	6,479,292	6,870,075		6,211,351	6,573,046	7,060,500	
A. Patent Application Number(s):		B. Patent Number(s):																	
6,004,804	6,271,360	6,586,184	7,094,606																
6,010,907	6,479,292	6,870,075																	
6,211,351	6,573,046	7,060,500																	
Additional numbers attached? YES																			
5. Name and address of party to whom correspondence concerning document should be mailed: Richard J. Warburg FOLEY & LARDNER LLP P.O. Box 80278 San Diego, California 92130		6. Total number of applications/patents involved: 10 7. Total fee (37 C.F.R. § 3.41): \$400.00 <input checked="" type="checkbox"/> Check Enclosed <input checked="" type="checkbox"/> Authorized to be charged to credit card <input type="checkbox"/> Authorized to be charged to deposit account																	
		8. Payment Information																	
		a. Credit Card Last 4 Numbers 0050 Expiration Date 11/30/2008 b. Deposit account number 19-0741 Authorized User Name																	
<p align="center">DO NOT USE THIS SPACE</p>																			
9. Statement and signature: <i>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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.</i>																			
Barry S. Wilson																			
Name of person signing		Signature																	
		01/18/2008 Date																	
Total number of pages including cover sheet, attachments, and document: 9																			

ASSIGNMENT AGREEMENT

This Agreement is entered into this 9th day of January, 2008 ("Effective Date"), between General Electric Capital Corporation, a Delaware corporation, having a place of business at 83 Wooster Heights Road, 5th Floor, Danbury, CT 06810 ("Assignor") and Cibus LLC, a Delaware limited liability company (formerly known as Cibus Genetics, LLC), having a place of business at 4025 Sorrento Valley Blvd., San Diego, CA 92121-1211 ("Assignee").

RECITALS

A. Assignor may own certain rights and interest (including, without limitation, a security interest) in and to the patents and patent applications, U.S. and foreign, assigned to Valigen (US) Inc., a Delaware corporation (formerly Kimeragen, Inc.) set forth in Exhibit A, and all related U.S. and foreign patents and patent applications (collectively, the "Valigen Patents").

B. Assignee desires to obtain all of Assignor's rights and interest (including, without limitation, any security interest), if any, in and to the Valigen Patents and patent applications and the inventions described therein, upon the terms and conditions set forth in this Agreement.

Therefore, in consideration of these Recitals, any sums to be paid (including, without limitation, the accommodation fee previously paid by Assignee in consideration for this Assignment), any rights granted, and the mutual promises contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to the following:

1. ASSIGNMENT

1.1 Assignor hereby transfers to Assignee, subject to the reservations set forth herein, the entirety of Assignor's rights and interest (including, without limitation, any security interest), if any, in and to the Valigen Patents and patent applications and the inventions described therein for the United States of America, including any and all divisional, continuation, continuation-in-part, reissues, and extensions, and all foreign counterparts including all foreign related patents, patent applications, and divisional applications thereof, and all rights and privileges relating

thereto, including, without limitation, all royalties for any licenses granted thereon, and any and all causes of action for infringement thereof, the right to the recovery of damages and/or proceeds resulting therefrom and all proceeds of any of the foregoing.

2. ASSIGNOR'S REPRESENTATIONS

2.1 Assignor makes no representations, warranties or other assurances of any kind. In addition, there are no express or implied warranties: (i) of merchantability or fitness for a particular purpose; or (ii) that use of the technology or inventions claimed or embodied in the Valigen Patents and/or patent applications and the inventions described therein do not infringe any existing patents or other intellectual property rights. In addition, nothing in this Agreement may be deemed to be a representation or warranty by Assignor of the validity of any of the Valigen Patents and/or patent applications and the inventions described therein or the accuracy, safety, efficacy, or usefulness, for any purpose, of the Valigen Patents and/or patent applications and the inventions described therein. Assignor has no obligation, express or implied, to supervise, monitor, review or otherwise assume responsibility for the production, manufacture, testing, marketing or sale of any product or service. Assignor has no liability whatsoever to assignee, or any third parties, for or on account of any injury, loss, or damage, of any kind or nature, sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon Assignee or any other person or entity, arising out of or in connection with or resulting from:

- (a) the production, use, practice, lease, or sale of any product or service;
- (b) the use of the rights granted to Assignee herein; or
- (c) any advertising or other promotional activities with respect to any of the foregoing.

3. MISCELLANEOUS

3.1 This Agreement is entered into in the State of Connecticut and must be interpreted in accordance with and its performance governed by the laws of the State of Connecticut without reference to its conflicts of laws provisions.

3.2 The undersigned hereby grant the firm of FOLEY & LARDNER LLP, the power to insert in this Agreement any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Agreement.

[This space left blank intentionally.]

4 - Entire Understanding

4.1 This Agreement and the Letter, dated December 31, 2007, from Assignor to Assignee represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning the subject matter hereof, and is not subject to any change or modification except by the execution of a written instrument subscribed to by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Assignor:

GENERAL ELECTRIC CAPITAL CORPORATION

By: Scott R. Towers
Name: Scott R. Towers
Title: Duly Authorized Signatory

Date: January 9th, 2008

Assignee:

CIBUS LLC

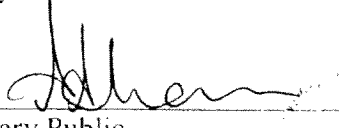
By: _____
Name: _____
Title: _____

Date: _____

State of MARYLAND
County of MONTGOMERY

Before me this 9th day of January, 2008, personally appeared SCOTT TOWERS to me personally known to be the person who is/are described in and who executed the above instrument, and he/they acknowledged to me that he/they executed the same of his/their own free will for the purposes therein set forth.

My Commission Expires:



Notary Public

A. ABBAM Notary Public
Montgomery County, MD
My Commission Expires 11/21/2009

4 - Entire Understanding

4.1 This Agreement and the Letter, dated December 31, 2007, from Assignor to Assignee represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning the subject matter hereof, and is not subject to any change or modification except by the execution of a written instrument subscribed to by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Assignor:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____

Name:

Title: Duly Authorized Signatory

Date: _____

Assignee:

CIBUS LLC

By: 

Name: KEITH A. WARNER

Title: President

Date: Jan 9, 2008

State of California
County of San Diego

Before me this 9th day of January, 2008, personally appeared Keith Walker to me personally known to be the person who is/are described in and who executed the above instrument, and he/they acknowledged to me that he/they executed the same of his/their own free will for the purposes therein set forth.

My Commission Expires: Apr 19, 2009

Janifer Barker
Notary Public



Exhibit A

U.S. Patent or Patent Appl. No.	Filing Or Issue Date	Title
6,004,804	12/21/1999	Non-Chimeric DNA:DNA Duplex Mutational Vectors And Modifications Thereof And Methods Of Using Same For Making Mutations In Targeted Genes
6,010,907	1/4/2000	Non-Chimeric DNA: DNA Duplex Mutational Vectors And Modifications Thereof And Methods Of Using Same For Making Mutations In Targeted Genes
6,211,351	4/3/2001	Non-Chimeric DNA:DNA Duplex Mutational Vectors And Modifications Thereof And Methods Of Using Same For Making Mutations In Targeted Genes
6,271,360	8/7/2001	Single-Stranded Oligonucleotides And Modifications Thereof And Methods Of Using Same For Making Mutations In Targeted Genes
6,479,292	11/12/2002	Single-Stranded Oligonucleotides And Modifications Thereof And Methods Of Using Same For Making Mutations In Targeted Genes
6,573,046	6/3/2003	Non-Chimeric DNA:DNA Duplex Mutational Vectors And Modifications Thereof And Methods Of Using Same For Making Mutations In Targeted Genes
6,586,184	7/1/2003	Non-Chimeric DNA:DNA Duplex Mutational Vectors And Modifications Thereof And Methods Of Using Same For Making Mutations In Targeted Genes
6,870,075	3/22/2005	Non-Transgenic Herbicide Resistant Plants
7,060,500	6/13/2006	Single-Stranded Oligonucleotides And Modifications Thereof And Methods Of Using Same For Making Mutations In Targeted Genes
7,094,606	8/22/2006	Methods For Making Specific Changes In Targeted Genes In Plants Using Chimeric Duplex Mutational Vectors And Particle Bombardment Transformation

US2000 10536573.1