

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BAYER CROPSOURCE AG	02/28/2008
RECEIVING PARTY DATA	
Name:	BAYER CROPSOURCE LP
Street Address:	2 T.W. Alexander Drive
City:	Research Triangle Park
State/Country:	NORTH CAROLINA
Postal Code:	27709
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11615649
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ATTORNEY DOCKET NUMBER:	3491.08US01
NAME OF SUBMITTER:	Wm. Larry Alexander, Ph.D.
Total Attachments: 3 source=3491_08US01_Assignment#page1.tif source=3491_08US01_Assignment#page2.tif source=3491_08US01_Assignment#page3.tif	

CH \$40.00 11615649

## PATENT ASSIGNMENT

This Patent Assignment is made as of February 28, 2008, by BAYER CROPSCIENCE AG, a corporation duly organized under and pursuant to the laws of GERMANY ("Assignor"), to BAYER CROPSCIENCE LP, a Delaware limited partnership having an address of 2 T.W. Alexander Drive, Research Triangle Park, NC 27709 ("Assignee").

### RECITALS:

A. Assignor is the owner of the entire right, title and interest in and to the United States Patents and Applications and foreign patents and applications and all of the inventions and improvements listed on Schedule A attached hereto (collectively, the "Patents").

B. Assignee is desirous of acquiring the entire right, title, and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers, and sets over unto Assignee the entire right, title, and interest in and to the Patents disclosed for the United States and all foreign countries and any Patent that may issue therefore in the United States and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof including all priority rights under the International Convention associated therewith for each country and the Union, Assignee to have and to hold the interests herein assigned to the full ends of the terms of the Patents and any and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, respectively, and all other legal protection based thereon or obtainable therefore throughout the world, including without limitation the right to sue and collect for past infringement, to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its legal representatives, successors and assigns, to the full end of the terms of all of the Patents which may be granted on the inventions as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Patents as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce and to perfect the title to any of the Patents, divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof in the United States and any foreign country that may be necessary or desirable to carry out the purposes thereof.

*N*

[signature page follows]

**SCHEDULE A**

<u>Serial No.</u>	<u>Filed</u>	<u>Inventor(s)</u>	<u>Title</u>
11/615449	12-22-2006	Robinson et al.	Cotton Variety STX0502RF
11/615638	12-22-2006	Robinson et al.	Cotton Variety ST 4427B2RF
11/615649	12-22-2006	Robinson	Cotton Variety ST 5327B2RF
11/615606	12-22-2006	Robinson	Cotton Variety ST 5283RF

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This Patent Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed as of the date set forth above.

BAYER CROPSCIENCE AG

By: Dr. Ralf Ruediger Jesse

Printed: \_\_\_\_\_

Title: Global Head of Patents & Licensing

By: Dr. Axel Bader

Printed: \_\_\_\_\_

Title: Head of PL Insecticides

Consented by Assignee:

BAYER CROPSCIENCE LP

(a Delaware limited partnership)

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: **MIKE GILBERT**  
**VP COTTON**