

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Japan Tobacco Inc.	04/09/2008
RECEIVING PARTY DATA	
Name:	Syngenta Limited
Street Address:	Priestley Road
Internal Address:	Surrey Research Park
City:	Guildford
State/Country:	UNITED KINGDOM
Postal Code:	GU2 7YH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7186821
CORRESPONDENCE DATA	
Fax Number:	(919)541-8689
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919-541-8671
Email:	melissa.hardy@syngenta.com
Correspondent Name:	Bruce Vrana
Address Line 1:	3054 E. Cornwallis Road
Address Line 4:	Durham, NORTH CAROLINA 27709
ATTORNEY DOCKET NUMBER:	70076USPCT
NAME OF SUBMITTER:	Bruce Vrana

Total Attachments: 4  
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**500532773**

**PATENT**  
**REEL: 020909 FRAME: 0070**

**OP \$40.00 7186821**



**DEED OF ASSIGNMENT**  
(with CONSENT)

THIS DEED OF ASSIGNMENT is made on the *9<sup>th</sup>* day of *April* 2008  
and being effective as of 1<sup>st</sup> April 2008 ("**Effective Date**")

between the assignor

Name: JAPAN TOBACCO INC.

Address: JT Building, 2-1, Toranomon 2-chome, Minato-ku, Tokyo 105-8422,  
Japan ("**Assignor**")

and

the assignee

Name: Syngenta Limited

Address: Priestley Road, Surrey Research Park, Guildford, GU2 7YH, England  
("**Assignee**")

WHEREAS:

(A) Pursuant to a Research and Development Collaboration Agreement made between the Assignor and the Assignee (then known as Zeneca Limited) with effective date 21 June 1999 ("RDCA") the Assignor and the Assignee are the joint owners of certain patent rights (defined below as the "Patent Rights") being defined in the RDCA as "Foreground IPR's" and being defined as "R&D Foreground IPR's" in a subsequent Termination & License Agreement made between the Assignor and the Assignee with effective date 9 May 2002 ("TLA");

(B) The Assignor elects to no longer continue to share the maintenance and/or prosecution costs associated with obtaining and maintaining the Patent Rights and, in accordance with article 3.6.3 of the TLA, has offered to assign its right title and interests in the same to the Assignee;

(C) The Assignee wishes to have the Patent Rights assigned to it free of charge in accordance with article 3.6.3 of the TLA and as set out in this deed of assignment

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

The Assignor and the Assignee agree that with effect from the Effective Date:

1. The Assignor hereby assigns its entire right title and interest in and relating to the patent applications and patents **listed in the attached Schedule (A) ("Patent Rights")** unto the Assignee absolutely free of charge subject to article 2 below. The assignment of the Patent Rights is made subject to all third party rights as may exist thereon as at the Effective Date. The Assignor is not aware of any such third party rights as at the Effective Date.

2. The Assignor hereby expressly consents that the procedures be taken with the patent offices dealing with the Patent Rights singly by the Assignee, to record the transfer of the Patent Right(s) to the Assignee. All such records shall be at the Assignee's cost.

3. The Assignor hereby transfers to the Assignee the responsibility for, together with all costs of, the filing, maintenance, prosecution (including abandonment), licensing and enforcement of the Patent Rights in all countries of filing of the Patent Rights. For the avoidance of doubt (i) until the Effective Date the costs of filing, maintenance and prosecution of the Patent Rights shall continue to be borne equally by the parties in accordance with the terms of the RDCA and TLA; (ii) as of Effective Date all such costs shall be for the account of the Assignee only.

4. All files and documents relating to the prosecution and maintenance of the Patent Rights which are in the possession of the Assignor or its Affiliates or agents shall be dispatched as soon as reasonably practicable to the Assignee or its agents provided that details of which Assignee shall have notified the Assignor.

5. The Assignee shall have the full rights to deal with and commercialise the Patent Rights in any way which they deem fit.

6. The Assignor shall provide on its account all reasonable assistance in connection with the assignment referred to in clause 2 above; provided that the Assignee is fully responsible for preparing assignment documents which shall be ready for execution and delivery by the Assignor.

7. The Assignor and its Affiliates are hereby released from any responsibility and obligation in relation to the Patent Rights.

8. This Deed constitutes the entire agreement between the Assignor and the Assignee as to its subject matter (being the transfer of the Patent Rights). This Deed, in relation to that subject matter, supersedes any prior understanding or agreement between the Assignor and the Assignee and any prior condition, warranty, indemnity or representation imposed, given or made by either of them.

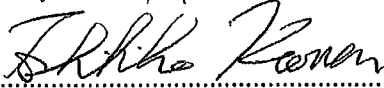
9. Any claim or controversy arising out of or relating to this Deed or the breach of this Deed shall be resolved by binding arbitration in New York in the State of New York, USA by a single arbitrator under the rules of the American Arbitration Association then in effect, and judgment may be entered on the award by any court of competent jurisdiction. The demand for arbitration shall be served on the other party to this Agreement, provided, however, that no demand for arbitration shall be made or permitted after the date when the institution of a civil action based on the claim or controversy would be barred by the applicable statute of limitations or repose of the State of New York, USA. Each party shall be entitled to a reasonable amount of pre-hearing discovery as allowed by the Arbitrator. This Deed and any controversy relating to this Deed shall be governed by the laws of the State of New York, USA excluding its conflict of law principles.

IN WITNESS WHEREOF the Assignor and the Assignee have executed this agreement as a deed and delivered it on the date set out above.

Executed as a deed by **JAPAN TOBACCO** )  
**INC.** acting by two authorised signatories )

  
.....

Name: Jun Ueki  
Title: Head, Plant Innovation Center

  
.....

Name: Toshinori Komari  
Title: Vice President, Innovation & Incubation  
Corporate Strategy Div.

Executed as a deed by **SYNGENTA LIMITED** )  
acting by two authorised signatories )

  
.....

Name: A JOHNSON  
Title: DIRECTOR

  
.....

Name: MATTHEW BANNISS  
Title: Company Secretary

Schedule (A)

**JT**  
**Reference**  
**(Orynova**  
**IPR ID)**      **Country**      **Filing Date**      **Application No.**      **Patent No.**      **Priority**  
**Application**

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**JS005**

AU	January 4, 2002	2002217568		
BR	January 4, 2002	PI0112976-7		
CN	January 4, 2002	02805219.6	ZL02805219.6	
EP	January 4, 2002	02729509.6		
WO	January 4, 2002	PCT/JP2002/00001	(WO02/055689)	
US	December 23, 2003	10/250763	7186821	