

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Delta and Pine Land Company	01/17/2008
RECEIVING PARTY DATA	
Name:	University of North Texas
Street Address:	801 N. Texas Boulevard
City:	Denton
State/Country:	TEXAS
Postal Code:	76203
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10647140
Application Number:	11449873
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	122302.110
NAME OF SUBMITTER:	T. Ling Chwang
Total Attachments: 3	
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ASSIGNMENT AND RELEASE AGREEMENT

THIS ASSIGNMENT AND RELEASE AGREEMENT (the "Agreement"), effective as of November 30, 2007 (the "Effective Date"), is hereby entered into by and between Delta and Pine Land Company, a Delaware corporation ("DPL"), and the University of North Texas ("UNT").

WHEREAS, DPL had conducted research in conjunction with UNT and developed certain inventions, filing the Patent Applications (defined below) on such inventions in 2003 through 2006;

WHEREAS, DPL has now determined that it is no longer desirous of further development of those inventions or further prosecution of the Patent Applications, but is willing to assign the same to UNT;

WHEREAS, UNT is willing to accept the rights associated with the Patent Applications;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, representations, warranties, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

ARTICLE 1 — DEFINITIONS

1. As used herein, "Patent Applications" means all patents issuing from the patent applications listed in Appendix 1 and all continuations and divisionals related thereto, including rights in all countries.

2. As used herein, "Prior Agreement" means the "Agreement for Sponsored Program with the University of North Texas" of May 1, 2003, as amended.

ARTICLE 2 — ASSIGNMENT OF RIGHTS AND RELEASE OF OBLIGATIONS

1. DPL hereby assigns to UNT all of its right, title, and interest in and to the Patent Applications. DPL agrees to execute all documents reasonably necessary to effect the transfer of title to the Patent Applications or the recordation of the same in the applicable patent offices

2. UNT hereby agrees that this Agreement is in full satisfaction of all claims of UNT to the inventions embodied in the Patent Applications or under the Prior Agreement. UNT hereby releases DPL of all obligations or claims with regard to the Patent Applications or under the Prior Agreement, except as specifically set forth in the preceding paragraph.

ARTICLE 3 — MISCELLANEOUS PROVISIONS

1. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas, without regard to its conflict of laws principles.

2. Waiver. No waiver of any rights shall be effective unless consented to in writing by the party to be charged and the waiver of any breach of default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

3. Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect without said provision.

4. Entire Agreement; Amendment. This Agreement constitutes the entire and exclusive Agreement between the parties with respect to the Trials and supersedes and cancels all previous agreements, commitments and writings in respect thereof. No amendment or addition to this Agreement shall be effective unless reduced to writing and executed by the authorized representatives of the parties.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this Agreement on behalf of DPL and UNT, as applicable.

Delta and Pine Land Company

Grace L. Bonner

Name: GRACE L. BONNER

Title: SENIOR COUNSEL

Date: 17 JAN 08

University of North Texas

Andrew M. Harris

Name: Andrew M. Harris
Vice President for
Title: Finance and Administration

Date: 14 DEC 07

Assignment and Assumption Agreement

- 2 -

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APPENDIX 1

Australian Patent Appl. No. 2004204079

European Patent Appl. No. 4700831.3

U.S. Patent Appl. No. 10/647,140

U.S. Patent Appl. No. 11/449,873

PCT Patent Appl. No. PCT/US2006/022674

Assignment and Assumption Agreement

- 3 -