

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTERNATIONAL PAPER COMPANY	05/07/2004
RECEIVING PARTY DATA	
Name:	ARBORGEN, LLC
Street Address:	180 WESTVACO ROAD
Internal Address:	P.O. BOX 840001
City:	SUMMERVILLE
State/Country:	SOUTH CAROLINA
Postal Code:	29484
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12219227
CORRESPONDENCE DATA	
Fax Number:	(202)672-5399
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2026725300
Email:	PTOMAILWASH@FOLEY.COM
Correspondent Name:	RICHARD C. PEET
Address Line 1:	FOLEY & LARDNER LLP
Address Line 2:	3000 K STREET, NW, STE 500
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20007
ATTORNEY DOCKET NUMBER:	044463-0839 (ARBORGEN)
NAME OF SUBMITTER:	RICHARD C. PEET
Total Attachments: 5 source=044463839arb#page1.tif source=044463839arb#page2.tif	

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ASSIGNMENT OF PATENTS AND RELATED TECHNOLOGY

THIS ASSIGNMENT OF PATENTS AND RELATED TECHNOLOGY ("Assignment") is made and entered into as of this 28th day of May, 2004, by and between **INTERNATIONAL PAPER COMPANY**, a New York corporation, having an office at 1201 West Lathrop Avenue, Savannah, GA 31406 ("Assignor") and **ARBORGEN, LLC**, a Delaware limited liability company, having an office at 180 Westvaco Road, P.O. Box 840001, Summerville, SC 29484 ("Assignee").

WITNESSETH:

WHEREAS, Assignor, Rubicon Limited Partnership, as successor-in-interest to Fletcher Challenge Forests USA Inc., Genesis Research and Development Corporation Limited, and MeadWestvaco Corporation are all of the Members of Assignee pursuant to that certain Limited Liability Company Agreement of ArborGen, LLC dated February 7, 2000; and

WHEREAS, under that certain Nonexclusive License Agreement between the parties dated February 7, 2000 (the "License Agreement"), Assignor granted Assignee a nonexclusive license to exploit certain patents and related technology with respect to transgenic tree research and development, including, without limitation, the patents, patent applications and related technology identified on Schedule 1 attached hereto, and all divisional, renewal, substitute, continuation and Convention applications based, in whole or in part, upon said applications, and any and all U.S. Letters Patent and reissues and extensions of U.S. Letters Patent granted for said inventions or upon said applications, and any and all foreign patents corresponding thereto (the "Patents"); and

WHEREAS, Assignor is required to prosecute the Patents for the term of the License at Assignor's sole cost and expense, and Assignee is required to pay Assignor certain royalties arising out of Assignee's exploitation of such license rights; and

WHEREAS, Assignor, Assignee and Michigan Technological University ("MTU") are parties to that certain Assignment and Assumption Agreement dated January 20, 2003, pursuant to which Assignor assigned all of its rights and obligations under (i) that certain Agreement for Sponsored Research between Assignor and MTU dated August 7, 1995, with respect to transgenic tree research and development under which Assignor obtained the right to file the Patents, and (ii) that certain Addendum to Agreement for Sponsored Research between Assignor and MTU, dated October 1997 and amended by letter agreement on August 7, 2000, under which Assignor obtained a research license and commercial option to certain other technology claimed in patents and patent applications owned by MTU (hereinafter collectively referred to as the "MTU Agreement"); and

WHEREAS, absent Assignor's obligations under the License Agreement, Assignor would cease prosecuting some or all of the Patents in order to avoid the costs and expenses associated with prosecution;

WHEREAS, consistent with the License Agreement and the MTU Agreement, Assignor desires to assign all of its right, title and interest in and to the Patents to Assignee in order to avoid the costs and expenses associated with prosecuting same, reserving, however, unto Assignor certain rights to use the Patents, and Assignee desires to assume all such rights, title and interest in order to more effectively manage and prosecute such Patents for the benefit of its Members.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

Assignor hereby assigns, conveys, and transfers, unto Assignee, and Assignee hereby takes and assumes from Assignor, all right, title and interest in the Patents for the United States of America, its territories, and possessions thereof, and for all foreign countries, and in and to the invention(s) relating

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thereto, including all divisional, renewal, substitute, continuation and Convention applications based, in whole or in part, upon said inventions or upon said applications, and any and all U.S. Letters Patent and reissues and extensions of U.S. Letters Patent granted for said inventions or upon said applications, and any and all foreign patents corresponding thereto, and every priority right that is or may be predicated upon or arise from said inventions, said U.S. and foreign applications, and said U.S. Letters Patent and said foreign patents; reserving, however, unto Assignor the worldwide, nonexclusive right and license to use and enjoy such Patents, improvements to such Patents, and all inventions or technology arising from or relating to such Patents and improvements (a) for internal testing, research and evaluation purposes, without payment of royalties, licensing fees or other costs or expenses, and (b) for all other uses and purposes, subject to such royalties, terms and conditions as may be agreed between Assignor and Assignee from time to time; provided, however, that (i) the total royalty due from Assignor to Assignee for any product (which may be comprised of technology under one or more patents and related technologies) will take into consideration any discount or other preferential royalty structure contemplated under the MTU Agreement or any subsequent agreement between Assignee and MTU with respect to any patent or patents under the MTU Agreement that may be included in such products; and (ii) Assignor shall not be required to pay any licensing fees or royalties for such Patents, improvements and technology after the date that patentability is finally denied or such Patents, improvements or technology enter the public domain.

Assignee hereby is authorized to file patent applications in any or all countries on any or all said inventions in the name of Assignee, under the International Convention or otherwise. The Commissioner of Patents and Trademarks of the United States of America hereby is authorized to issue or transfer all said Letters Patents to Assignee in accordance herewith, and the official of every foreign patent office in which said foreign patents and patent applications have issued or are pending hereby is authorized to issue or transfer all said patents and patent applications to Assignee in accordance herewith.

Assignor will cooperate with Assignee in good faith to ensure that the said inventions, U.S. and foreign patent applications, and U.S. Letters Patent and foreign patents shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this Assignment had not been made, and particularly to execute and deliver to Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and substance which may be requested by Assignee, to furnish Assignee with all facts relating to said inventions; or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be of said inventions, and to testify in any proceedings relating to said inventions, U.S. and foreign patent applications and U.S. Letters Patent and foreign patents, without cost or expense to Assignor.

Assignor represents and warrants to Assignee: (a) that Assignor is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, (b) that Assignor has all requisite corporate power and authority to enter into this Assignment and to carry out the assignments, conveyances, and transfers evidenced by this Assignment, and (c) that the execution and delivery of this Assignment and the consummation of the assignments, conveyances, and transfers contemplated hereby have been duly authorized by Assignor, and that this Assignment constitutes a valid binding agreement of Assignor, enforceable generally in accordance with its respective terms. Notwithstanding anything in the License Agreement to the contrary, Assignor makes no other representation or warranties of any kind or character whatsoever, and Assignor hereby specifically disclaims any warranties with respect to the Patents or any related technology or inventions, including any and all express or implied warranties of title, merchantability or fitness for a particular purpose.

Assignee hereby accepts the Patents "AS IS, WHERE IS, AND WITH ALL FAULTS." Assignee hereby assumes and agrees to pay when due and to perform and discharge all of Assignor's obligations arising under or with respect to the Patents on and after the date hereof, and Assignee

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agrees to carry out all of the terms, conditions and provisions of the MTU Agreement with respect to the Patents, subject to the terms and conditions set forth herein. Assignee hereby assumes all costs, expenses and liabilities associated with the Patents, and Assignee agrees to indemnify, defend and hold Assignor harmless from and against any future expense, claims, judgments, liabilities, loss, cost or damage, including fees, costs and disbursements of counsel and other experts, arising from or in any way relating to the Patents, except to the extent that Assignor resumes ownership or responsibility with respect to such Patents, as provided below.

If Assignee should decide to abandon or allow to lapse any of the above listed patents and patent applications or to discontinue patent prosecution and maintenance activities in respect of same and only to the extent that same includes claims to an invention that, as of February 7, 2000, was disclosed in same or in a parent application of same, Assignee shall notify Assignor of its decision to do so sufficiently early to permit Assignor to assume responsibility for such patent prosecution and maintenance activities. If Assignor should elect to assume such responsibility, Assignor promptly shall so notify Assignee in writing, and Assignee shall render all reasonable assistance to Assignor in connection with further filing, prosecution, and maintenance of any such patents and patent applications. Assignee shall be responsible for all expenses incurred by Assignee for patent prosecution and maintenance activities, except to the extent that, if Assignor assumes responsibility for any patent prosecution and maintenance activities in respect of any such patents and patent applications which Assignee elects to abandon, allow to lapse, or discontinue, Assignor shall be responsible for any expenses that Assignor incurs in connection therewith from and after the date of assumption. With respect to any patent prosecution and maintenance activities assumed by Assignor, Assignor thereafter shall have the right to abandon, allow to lapse, or discontinue such patent prosecution and maintenance activities, notwithstanding anything in the License Agreement to the contrary.

In the event that, in accordance with the Limited Liability Company Agreement of Assignee dated February 7, 2000, the Board of Directors of Assignee should vote unanimously to dissolve and wind up the affairs of Assignee, and provided that Assignee has not sold or transferred all or substantially all of its assets or participated in a merger or consolidation with a third party, Assignor shall have a right of first refusal to resume responsibility for patent prosecution and maintenance activities in respect of any of the above listed patents and patent applications to the extent (and only to that extent) that same includes claims to an invention that, as of February 7, 2000, was disclosed in same or in a parent application of same.

This Assignment shall be construed, and the legal relations hereunder between Assignor and Assignee, shall be determined, in accordance with the laws of the State of Delaware applicable to contracts executed solely and to be performed wholly within the State of Delaware without giving effect to the principles of conflicts of laws thereof.

This Assignment supersedes the MTU Agreement and the License Agreement with respect to the Patents. If and to the extent that there is any conflict or inconsistency between the terms of this Assignment and the License Agreement or the MTU Agreement, this Assignment shall control. If and to the extent that there is any conflict or inconsistency between the terms of the License Agreement and the MTU Agreement, the License Agreement shall control.

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The undersigned hereby grants the firm of **FOLEY & LARDNER** the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office and other foreign patent offices for recordation of this Assignment.

INTERNATIONAL PAPER COMPANY

Date: May 7, 2004By: Kenneth MunsonName: KENNETH MUNSONTitle: GENERAL MANAGERTitle: FOREST OPERATIONS &WITNESS: Scott D. PickmanDate: May 7, 2004Date: May 7, 2004WITNESS: Michael J. [Signature]

ARBORGEN, LLC

Date: May 28, 2004By: Barbara H. WellsName: BARBARA H. WELLSTitle: PRESIDENT & CEODate: May 28, 2004WITNESS: Dona McNeillDate: May 28, 2004WITNESS: Sammy [Signature]

Note: Prima facie evidence of execution may optionally be obtained by execution of this document before a notary public (in the U.S.) or before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by certificate from a U.S. Consul (in other countries).

[Signature]Barbara H. WellsNotary Public for South CarolinaMy Commission Expires February 6th 2006

APPROVED
AS TO FORM
By [Signature]
Date 5-6-04
Legal Department

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Schedule 1**Patents**

LISTED PATENTS AND PATENT APPLICATIONS		
PATENT or APPLICATION NO.	FILING or GRANT DATE	TITLE
U.S. 6,252,135	June 26, 2001 (Granted)	Production Of Syringyl Lignin In Gymnosperms
U.S. 09/796,226	February 28, 2001 (Filed)	Production Of Syringyl Lignin In Gymnosperms
U.S. 10/681,878	October 9, 2003 (Filed)	Production Of Syringyl Lignin In Gymnosperms
Brazil 9,813,695	December 16, 1998 (Int'l Filing Date)	Production Of Syringyl Lignin In Gymnosperms
Canada 2,314,883	December 16, 1998 (Int'l Filing Date)	Production Of Syringyl Lignin In Gymnosperms
New Zealand 405,153	December 16, 1998 (Int'l Filing Date)	Production Of Syringyl Lignin In Gymnosperms
Argentina P98/010415	December 16, 1998 (Filed)	Production Of Syringyl Lignin In Gymnosperms
Chile 2314882	December 16, 1998 (Filed)	Production Of Syringyl Lignin In Gymnosperms
South Africa 9,811,568	December 17, 1998 (Filed)	Production Of Syringyl Lignin In Gymnosperms

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