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**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Syngenta Crop Protection AG	01/01/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Syngenta Participations AG
<b>Street Address:</b>	Schwarzwaldallee 215
<b>City:</b>	Basel
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	4058
<b>PROPERTY NUMBERS Total: 49</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7259016
Patent Number:	5689914
Patent Number:	5694700
Patent Number:	5596838
Patent Number:	6146884
Patent Number:	6815593
Patent Number:	7094954

Patent Number:	6815594
Patent Number:	6420635
Patent Number:	6441279
Patent Number:	6818812
Patent Number:	6426453
Patent Number:	6849790
Patent Number:	6828492
Patent Number:	5723730
Patent Number:	5585533
Patent Number:	5723725
Patent Number:	5866763
Patent Number:	5936144
Patent Number:	5763753
Patent Number:	5780705
Patent Number:	5723727
Patent Number:	5585541
Patent Number:	5763752
Patent Number:	7145061
Patent Number:	7091405
Patent Number:	6979765
Patent Number:	7060880
Patent Number:	5723728
Patent Number:	6353158
Patent Number:	6384303
Patent Number:	6329578
Patent Number:	6172284
Patent Number:	5912420
Patent Number:	6121525
Patent Number:	5952551
Patent Number:	5602314
Patent Number:	5602316
Application Number:	10925760
Patent Number:	5302523
Patent Number:	5464765

	5770788
<b>Patent Number:</b>	5835206
<b>Patent Number:</b>	5837848
<b>Patent Number:</b>	6779469
<b>Patent Number:</b>	5574210
<b>Patent Number:</b>	5536901
<b>Patent Number:</b>	5518454
<b>Patent Number:</b>	5563316

**CORRESPONDENCE DATA**

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**NAME OF SUBMITTER:**

Dana Rewoldt

**Signature:**

/Dana Rewoldt/

**Date:**

06/23/2009

**Total Attachments: 6**

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**RECEIPT INFORMATION**

**EPAS ID:** PAT911712  
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**Fee Amount:** \$1960

**[Return to home page](#)**  
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| [.HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

# Assignment Agreement

**THIS AGREEMENT** is made between

- (1) **Syngenta Crop Protection AG**, a company duly organized and registered under the laws of Switzerland, having its registered offices at Schwarzwaldallee 215, 4058 Basel, Switzerland, acting through its Seeds Division, (hereinafter "Original Owner and Assignor") and
- (2) **Syngenta Participations AG**, a company duly organized and existing under the laws of Switzerland, having its registered offices at Schwarzwaldallee 215, 4058 Basel, Switzerland, (hereinafter "New Owner and Assignee").

## WHEREAS:

Assignor has received the beneficial ownership as per 31 December 2004, and acquired legal title of certain patents (hereinafter the "IP Rights") from Syngenta (AT) Limited with effective date as of 30 September 2008, and Assignee is desirous of acquiring Assignor's Rights.

## NOW IT IS AGREED as follows:

### 1. DEFINITIONS

In this Agreement unless the context otherwise requires:

"IP Rights" means all of the Assignor's patents, applications thereof and rights to file applications thereof (including all divisional applications, continuations and continuations in part) and other rights and interests (including through contracts with third parties), inventions, proprietary information, research and development results, technologies, scientific, technical, engineering data and literature, formulae and all other know-how in and to corn and any other field crops, plants, lines and varieties, as well as in and to non-crop specific technologies of any sort, as further specified in Annex 1 to this Agreement.

### 2. ASSIGNMENT

The Assignor HEREBY ASSIGNS to the Assignee and free from all liens, charges, security, licences and other encumbrances whatsoever the beneficial ownership of the IP Rights, including all rights, powers, liberties, immunities and advantages attaching to them.

### 3. FURTHER ASSURANCE

The Assignor HEREBY COVENANTS with the Assignee that the Assignor will:

- 3.1 execute any document or do any act or thing which may be reasonably necessary under the law of any country for completing the transfer to the Assignee of legal title to the IP Rights assigned by Clause 2 above, including without limitation entering into any confirmatory documentation as



the Assignee may reasonable require to promptly register the rights assigned herein on all the appropriate registers or otherwise enjoy the full benefit of the property and rights hereby assigned;

- 3.2 at the request of the Assignee, at its own expense, send to the Assignee by courier, as soon as reasonably practicable, a complete copy of the Assignor's prosecution file for each of the IP Rights;
- 3.3 instruct its agents, as of the Effective Date, to direct all correspondence regarding the IP Rights to the Assignee.

#### 4. LIABILITY

The Assignor shall not be liable to the Assignee in any manner or be deemed to be in breach of this Agreement arising out of or in connection with any claim by a third party that the use of any of the IP Rights or the exercise of any of the rights assigned to the Assignee in this Agreement, infringes any existing patent or other intellectual property right of a third party.

#### 5. EFFECTIVE DATE

This Agreement shall retroactively become effective as of January 1<sup>st</sup> 2009.

#### 6. GOVERNING LAW


This Agreement shall be governed by and construed in accordance with the laws of Switzerland, and the parties hereby submit to the exclusive jurisdiction of the competent Courts of Basel-Stadt.

IN WITNESS WHEREOF, the Parties have executed this Assignment in duplicate originals by their duly authorized representatives.

**Syngenta Crop Protection AG**

  
**Michael T. Szabó**  
Legal Counsel Seeds

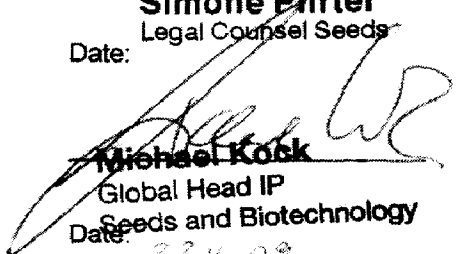
Date: 23.4.09

  
**Martin Wolfhard**  
Legal Counsel Seeds  
Date: 23.04.09

**Syngenta Participations AG**

  
**Simone Pfirter**  
Legal Counsel Seeds

Date:

  
**Michael Kock**  
Global Head IP  
Seeds and Biotechnology  
Date: 23.4.09

## Annex 1

COUNTRY / TERRITORY	FILING DATE	APPLICATION NO.	GRANT DATE	PATENT NO.	OWNER	TITLE
US	6/19/1998	09/100,516			Advanta Technology Ltd.	PLANTS AND THEIR PREPARATION (ROUNDUP READY POLLEN)
WO	6/15/1999	PCT/US99/13532			Advanta Technology Ltd.	PLANTS AND THEIR PREPARATION (ROUNDUP READY POLLEN)
CA	6/15/1999	2,335,142			Advanta Technology Ltd.	PLANTS AND THEIR PREPARATION (ROUNDUP READY POLLEN)
EP	6/15/1999	99930297.9			Advanta Technology Ltd.	PLANTS AND THEIR PREPARATION (ROUNDUP READY POLLEN)
US	6/21/2001	09/886,93			Advanta Technology Ltd.	SHAKEN NOT STIRRED
US	1/14/2003	10/341,982			Advanta Technology Ltd.	SHAKEN NOT STIRRED
US	6/7/1995	08/479,471	11/25/1997	5,689,914	Advanta Technology Ltd.	METHOD OF HYBRID CROP PRODUCTION USING DEHYDRATED POLLEN FROM STORAGE
US CIP	7/1/1997	08/886,282	11/7/2000	6,141,904	Advanta Technology Ltd. ( INVENTOR DAREN COONROD HAS NOT ASSIGNED)	METHOD OF HYBRID CROP PRODUCTION USING DEHYDRATED POLLEN FROM STORAGE
US	6/7/1995	474,402	12/9/1997	5,694,700	Advanta Technology Ltd.	METHOD AND INSTRUMENT FOR THE PREPARATION OF POLLEN FOR CRYOGENIC STORAGE
US	7/29/1994	08/282,629	1/28/1997	5,596,838	Advanta Technology Ltd.	METHOD AND INSTRUMENT FOR THE PREPARATION OF POLLEN FOR CRYOGENIC STORAGE
US CIP	(10/5/1998 PARENT) 8/16/99	09/375,101	11/14/2000	6,146,884	Advanta Technology Ltd. 1 INVENTOR (RAY RUSSOTTI REFUSED TO SIGN)	APPARATUS FOR THE PREPARATION OF MULTIPLE POLLEN SAMPLES FOR CRYOGENIC PRESERVATION (ADVANCED CRYO MACHINE)

COUNTRY / TERRITORY	FILING DATE	APPLICATION NO.	GRANT DATE	PATENT NO.	OWNER	TITLE
US	6/29/1999	09/342,089			Advanta Technology Ltd.	METHOD OF PLANT BREEDING USING PRESERVED POLLEN / GENE DROP
US	3/13/2002	10/097,654			Advanta Technology Ltd.	INBRED CORN LINE G0302
US	3/13/2002	10/097,453			Advanta Technology Ltd.	INBRED CORN LINE G0502
US	3/13/2002	10/098,189			Advanta Technology Ltd.	INBRED CORN LINE G1202
US	3/17/2000	09/527,274	7/16/2002	6,420,635	Advanta Technology Ltd.	INBRED CORN LINE G1500
US	3/17/2000	09/527,272	8/27/2002	6,441,279	Advanta Technology Ltd.	INBRED CORN LINE G1900 (subject of reissue listed below)
US	4/7/2003	10/408,708			Advanta Technology Ltd.	INBRED CORN LINE G1900R
US	3/13/2002	10/097,451			Advanta Technology Ltd.	INBRED CORN LINE G2202
US	3/17/2000	09/527,273	7/30/2002	6,426,453	Advanta Technology Ltd.	INBRED CORN LINE G3000
US	3/15/2001	09/811,048			Advanta Technology Ltd.	INBRED CORN LINE G3601
US	3/15/2001	09/811,049			Advanta Technology Ltd.	INBRED CORN LINE G4901
US	4/25/1996	634,893	3/3/1998	5,723,730	Advanta Technology Ltd.	INBRED CORN LINE ZS01595
US	2/22/1994	200,184	12/17/1996	5,585,533	Advanta Technology Ltd.	INBRED CORN LINE ZS0560
US	3/21/1996	619,354	3/3/1998	5,723,725	Advanta Technology Ltd.	INBRED CORN LINE ZS1101
US	9/30/96	719,841	2/2/1999	5,866,763	Advanta Technology Ltd.	INBRED CORN LINE ZS1220
US	11/26/1997	08/980,148	8/10/1999	5,936,144	Advanta Technology Ltd.	INBRED CORN LINE ZS1231
US	4/8/1996	628,914	6/9/1998	5,763,753	Advanta Technology Ltd.	INBRED CORN LINE ZS1262
US	3/29/1996	630,404	7/14/1998	5,780,705	Advanta Technology Ltd.	INBRED CORN LINE ZS1301
US	3/28/1996	620,796	3/3/1998	5,723,727	Advanta Technology Ltd.	INBRED CORN LINE ZS1429
US	5/23/1995	447,397	12/17/1996	5,585,541	Advanta Technology Ltd.	INBRED CORN LINE ZS1513
US	3/26/1996	621,587	6/9/1998	5,763,752	Advanta Technology Ltd.	INBRED CORN LINE ZS1602
US	228/2003	10/377,963			Advanta Technology Ltd.	INBRED CORN LINE G0603
US	228/2003	10/377,918			Advanta Technology Ltd.	INBRED CORN LINE G1103
US	228/2003	10/377,945			Advanta Technology Ltd.	INBRED CORN LINE G1603
US	228/2003	10/377,932			Advanta Technology Ltd.	INBRED CORN LINE G4803

19

111

COUNTRY / TERRITORY	FILING DATE	APPLICATION NO.	GRANT DATE	PATENT NO.	OWNER	TITLE
US	228/2003	10/377,958			Advanta Technology Ltd	INBRED CORN LINE G6103
US	228/2003	10/377,930			Advanta Technology Ltd	INBRED CORN LINE G7403
US	3/1/2004	10/790,612			Advanta Technology Ltd	CORN INBRED LINE G1704
US	3/27/1996	622,770	3/3/1998	5,723,728	Advanta Technology Ltd.	INBRED CORN LINE ZS1819
US	12/10/1997	08/993,136	3/5/2002	6,353,158	Advanta Technology Ltd.	INBRED CORN LINE ZS2234
US	11/26/1997	08/978,692	5/7/2002	6,384,303	Advanta Technology Ltd.	INBRED CORN LINE ZS2338
US	9/23/1998	09/159,383	12/11/2001	6,329,578	Advanta Technology Ltd.	INBRED CORN LINE ZS2433
US	12/18/1997	08/993,401	1/9/2001	6,172,284	Advanta Technology Ltd.	INBRED CORN LINE ZS2461
US	10/1/1997	08/941,952	6/15/1999	5,912,420	Advanta Technology Ltd.	INBRED CORN LINE ZS3940
US	3/17/1999	09/270,878	9/19/2000	6,121,525	Advanta Technology Ltd.	INBRED CORN LINE ZS4199
US	11/26/1997	08/979,884	9/14/1999	5,952,551	Advanta Technology Ltd.	INBRED CORN LINE ZS9247
US	12/11/1991	804,664	4/12/1994	5,302,523	Advanta Technology Ltd.	TRANSFORMATIO N OF PLANT CELLS (WHISKERS)
US	1/14/1994	181,433	11/7/1995	5,464,765 (terminal disclaimer April 12, 2011)	Advanta Technology Ltd.	TRANSFORMATIO N OF PLANT CELLS (WHISKERS)
US	6/6/1995	469,794	6/23/1998	5,770,788	Advanta Technology Ltd.	INDUCING CHROMOSOME DOUBLING IN ANTHER CULTURE IN MAIZE (HAPLOID PATENT)
US	5/22/1996	651,797	11/10/1998	5,835,206	Advanta Technology Ltd.	USE OF COLOR IMAGE ANALYZERS FOR QUANTIFYING GRAIN QUALITY TRAITS
US	8/10/1994	288,630	11/17/1998	5,837,848	Advanta Technology Ltd.	ROOT-SPECIFIC PROMOTOR
WO	11/16/1998	PCT/IB98/02000			Advanta Technology Ltd.	ROOT-SPECIFIC PROMOTOR
US	8/4/2003	10/633,845			Advanta Technology Ltd.	RESEARCH PLANTER - PLOT SEED TRIPPING DEVICE (WHEEL)
US	9/17/2003	60/503,655			Advanta Technology Ltd.	METHOD & APPARATUS FOR ANALYZING AND STORING SEED TRAITS

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COUNTRY / TERRITORY	FILING DATE	APPLICATION NO.	GRANT DATE	PATENT NO.	OWNER	TITLE
US	4/8/2003	60/461,321			Advanta Technology Ltd.	MINI CHROMOSOME DELIVERY AND WHISKERS
US	6/6/1995	466,098	11/12/1996	5,574,210	JOINT OWNER	GRAY LEAF SPOT RESISTANT CORN AND THE PRODUCTION THEREOF
ZA	6/5/1996		6/5/1996	96/4686	JOINT OWNER	GRAY LEAF SPOT RESISTANT CORN AND THE PRODUCTION THEREOF
US	8/4/1994	286,473	7/16/1996	5,536,901	Advanta Technology Ltd.	HIGH PH TOLERANT CORN AND THE PRODUCTION THEREOF
US	11/4/1994	08/334,746	5/21/1996	5,518,454	Advanta Technology Ltd.	RESEARCH PLOT HARVESTER WITH UNCONVENTIONA L GRAIN FLOW
US	8/31/1994	298,592	10/8/1996	5,563,316	Inventors' signatures to company missing Advanta Technology Ltd. / Ohio State University Research Foundation / United States of America	MAIZE CHLOROTIC DWARF VIRUS RESISTANT MAIZE AND THE PRODUCT