

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ROTHAMSTED RESEARCH LIMITED | 09/03/2003 |
| RECEIVING PARTY DATA | |
| Name: | PLANT BIOSCIENCE LIMITED |
| Street Address: | Norwich Research Park, Colney Lane |
| Internal Address: | Norwich |
| City: | Norfolk |
| State/Country: | UNITED KINGDOM |
| Postal Code: | NR4 7UH |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12781947 |
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| Address Line 4: | Berwyn, PENNSYLVANIA 19312 |
| ATTORNEY DOCKET NUMBER: | 133066.00121 |
| NAME OF SUBMITTER: | Tonya M. Berger |

Total Attachments: 4
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ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the 3rd day of September 2003

BETWEEN:

- 1 ROTHAMSTED RESEARCH LIMITED, whose registered office is at West Common, Harpenden, Hertfordshire, AL5 2JQ ("the Assignor"),
- 2 PROFESSOR JOHN PICKETT, DR JONATHAN NAPIER AND DR LESTER WADHAMS, being employees of the Assignor and DR ALASTAIR HICK, being a former employee of the Assignor (collectively "the Inventors")

and

- 3 PLANT BIOSCIENCE LIMITED whose registered office is at Norwich Research Park, Colney Lane, Norwich, Norfolk, NR4 7UH, UK ("the Assignee").

DEFINITIONS:

The term "Patent Rights" shall mean GB priority patent applications 9929309.4 and 0000329.3, International application number PCT/GB00/04733 (International publication number WO 01/41568) and any national patent applications or divisional applications or continuations or continuations-in-part or renewals or extensions or reissues of such patents and patent applications.

The term "Improvements" shall mean any improvement, modification, idea, discovery, technology or trade secret discovered or made by the inventors, or by employees of the Assignor who are working under the direct supervision of one or more of the inventors, and which fall within the scope of the Patent Rights.

The term "Invention" shall mean the Patent Rights and Improvements.

RECITALS:

- (A) The Assignor has agreed to assign the Invention to the Assignee for the consideration herein mentioned
- (B) Whereas the Assignor warrants to be the sole owner or to secure the sole ownership of the title, the exclusive rights and all interests in those aspects of the Invention developed by the Inventors
- (C) Whereas the Assignor warrants to have obtained permission from BTG International Limited ("BTG") to assign the Invention to the Assignee hereunder
- (D) The Inventors have agreed that the Assignor assigns the Invention to the Assignee on the conditions herein

OPERATIVE PROVISIONS:

In consideration for the payment of £1 (one pound) by the Assignee to the Assignor receipt of which is hereby acknowledged by the Assignor:

- 1 The Assignor and the Inventor hereby assign absolutely to the Assignee with full title guarantee and free from any encumbrances:

1.1 the whole or any part of the property and all rights in the Invention;

1.2 all rights, title and interest in and to any patent applications relating to the Invention

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- 1.3 the rights to apply for, prosecute and obtain patent or similar protection throughout the world (including without limitation in the United States of America) in respect of the invention to the intent that the grant of any such patent or similar protection shall be in the name of and vest in the Assignee or its successors in title;
- 1.4 the right to apply for one or more British Patents and the right to claim priority from such British Patent Applications with respect to all applications worldwide (including without limitation in the United States of America) for patent or similar protection for the invention.
- 2 The Assignor and the Inventor further agree that at the request and cost of the Assignee and that each of the Assignor and the Inventors will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the invention or any patent application relating to the invention.
- 3 Within 30 (thirty) days of receipt of Assignor's valid invoice which Assignor may send to Assignee any time after the effective date of this Agreement, Assignee shall reimburse the Assignor for its out of pocket expenses incurred in maintaining the Patent Rights pursuant to BTG's assignment of the Patent Rights back to Assignor. Such a valid invoice shall include copies of invoices from the external patent agents relating to the expenses incurred and shall not exceed a value of £1332. Thereafter, the Assignee shall pay to the Assignor, 40 % (forty per cent) of all Net Revenue received by the Assignee from licensing rights to, or otherwise exploiting commercially, the invention, and from which sums the Assignor shall make any payments due to the Inventors according to such rewards scheme as the Assignor has in place with the Inventors and to BTG according to its assignment agreement with BTG dated 25 July 2003. "Net revenue" shall be defined as being revenue after deduction of the Assignee's external patent expenditures in respect of filing, prosecuting, maintaining and defending patent rights in the invention, including the payment made to Assignor upon execution of this Agreement, and reasonable and agreed costs incurred by Assignee with third parties in order to further develop the invention. The Assignee shall provide the Assignor on an annual basis, commencing twelve (12) months from the date of the filing of the priority patent application in respect of the invention, a written account of Net Revenue for each calendar year.
- 4 The Assignee shall use its reasonable endeavours to obtain and conclude agreements with licensees in respect of the invention. The Assignor shall promptly inform the Assignee of any potential licensee of which it becomes aware. The Assignee will regularly consult with the Assignor regarding the Assignee's intentions to commercially develop and exploit the invention, but the Assignee will have the right at its sole discretion to commercially develop and exploit the invention in the way it reasonably deems suitable.
- 5 If, on the third anniversary of the effective date of this Agreement, the Assignee has not identified licensees interested in pursuing the development of the invention, the Assignee shall offer to assign back to the Assignor the rights assigned to the Assignee herein, at no cost to the Assignor. Notwithstanding this, if at any time, the Assignee decides not to pursue the protection and commercialization of the invention, it shall promptly inform the Assignor and offer to assign back to the Assignor the rights assigned to the Assignee herein, at no cost to the Assignor.
- 6 The Assignor and the Inventor shall retain the right to conduct non-commercial research with the invention and to publish the results of research in the invention, subject always to providing the Assignee with full details of any proposed written, oral, electronic or other disclosure or any new results directly relating to the invention, sufficiently in advance of such disclosure that the Assignee has a reasonable period to seek such intellectual property rights in the results as it is

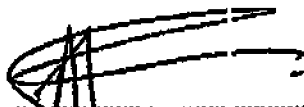
30 (thirty) days prior to publication. Unless the Assignor agrees to otherwise the Assignee shall be deemed to have irrevocably consented to the publication 30 (thirty) days after receiving such notification. In the event that the Assignor wishes to engage in industrially-funded research directly relating to the invention the Assignee shall in good faith consult with the Assignor over whether such research is in the mutual interest of both parties, giving due regard to their common interest in building value in the invention and specifically on, but not limited to, the terms regarding intellectual property in any such research contract. The Assignor and the inventor may transfer tangible research materials relating to the invention, to academic third parties for bona fide academic research, subject to the execution of a written Materials Transfer Agreement, which the Assignee will take steps to conclude promptly with such third parties prior to such transfer taking place.

AS WITNESS the signatures of the duly authorised officers of the parties hereto the day and year first above written:

SIGNED for and on behalf of ROTHAMSTED RESEARCH LIMITED


.....
Name: **TINA ALGEIL**
Official Capacity: **CONTRACTS MANAGER**

SIGNED for and on behalf of PLANT BIOSCIENCE LIMITED

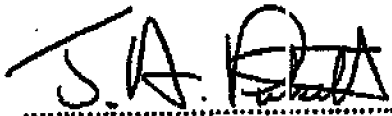

.....
Name: **D. A. J. S. Chojecki**
Official Capacity: **Managing Director**

SIGNED, THE INVENTOR(S)

I/WE have read and understood and agree to the operative provisions of this Assignment Agreement and shall cooperate fully with the Assignor and the Assignee to implement these provisions.


I/WE agree to provide this Assignee with full details of any proposed written, oral, electronic or other disclosure of the invention or any new results relating to the invention, sufficiently in advance of such disclosure, and in any event no later than 30 (thirty) days prior to publication, that the Assignee has a reasonable period to protect intellectual property rights in the results or propose amendments to the proposed disclosure.

I/WE agree not to distribute research materials containing the subject of the invention for any purpose outside our laboratory without the written authorisation of the Assignee (in accordance with Clause 6 of the Assignment Agreement), which shall not be unreasonably refused.



Professor John Pickett

Date: 9-9-03



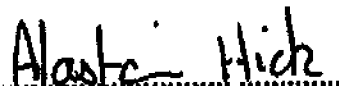
Dr Jonathan Napier

Date: 16 Sept 03



Dr Lester Wachams

Date: 11 Sept 03



Dr Alastair Hick

Date: 15/9/03