

01/11/2011



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To the Director of the U.S. Patents and Trademark Office

Documents or the new address(es) below

1. Name of conveying party(ies):

Zhifu Zheng

2. Name and address of receiving party(ies)

Name Dow AgroSciences LLC

Address 9330 Zionsville Rd., Indianapolis,
Indiana 46268

Additional name of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

Execution Date(s) September 2, 2010

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231 on the date shown below

Typed or printed name Betty Vowles

Signature *Betty Vowles*

Date January 6, 2011

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A Patent Application No (s)

61/008,752

12/735,132

PCT/US2008/013811

☐ This document is being filed together with a new application

B Patent No (s)

Additional numbers attached? ☐ Yes ☒ No



5. Name and address of party to whom correspondence concerning this document should be mailed:

Name TraskBritt

Internal Address _____

Street Address P.O. Box 2550

City Salt Lake City

State UT Zip 84110

Phone Number 801-532-1922

Fax Number 801-531-9168

Email Address acturner@traskbritt.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41)

\$ 120.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a Credit Card Last 4 Numbers _____
Expiration Date 01/11/2011

b Deposit Account Number 20-1469

Authorized User Name _____

9. Signature:

Allen C Turner
Signature

Allen C Turner 33,041

Attorney Docket No. 3015-8471 1US
January 6, 2011

Date

Total number of pages including cover sheet, attachments, and documents

3

Name of Person Signing

ASSIGNMENT

EFFECTIVE DECEMBER 21, 2007, FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Dow AgroSciences LLC, ("ASSIGNEE"), a corporation of the state of Delaware having a place of business at 9330 Zionsville Rd., Indianapolis, Indiana 46268, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Provisional Application Serial No. 61/008,752 filed on December 21, 2007; PCT Application Serial No. PCT/US2008/013811 filed December 16, 2008, and Application for United States Letters Patent Serial No. 12/735,132 filed on June 16, 2010, all entitled **DIACYLGLYCEROL ACYLTRANSFERASE 2 GENES AND PROTEINS ENCODED THEREBY FROM ALGAE**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;


WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable

for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE and **ACKNOWLEDGE** that the **SALE, ASSIGNMENT AND TRANSFER** of rights and property set forth herein is and shall be **IRREVOCABLE** and **BINDING** upon the heirs, assigns, representatives and successors of each undersigned **ASSIGNOR** and **EXTEND** to the successors, assigns and nominees of the **ASSIGNEE**

ASSIGNORS:



Zhifu Zheng

Date September 2, 2010