

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bayer CropScience LP	06/25/2009
RECEIVING PARTY DATA	
Name:	Agrinomics LLC
Street Address:	170 Harbor Way
Internal Address:	P.O. Box 511
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94083
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12832006
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ATTORNEY DOCKET NUMBER:	6616-72707-04
NAME OF SUBMITTER:	Anne Carlson, Ph.D.
<p>Total Attachments: 4</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p>	

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ASSIGNMENT

This is an assignment of rights from Bayer CropScience LP to Agrinomics LLC.

WHEREAS, Catherine Anderson currently or previously of 132 Wicklow Lane, Durham, North Carolina 27713, USA; Stephen Aaron Lee currently or previously of 1405 N. Gregson Street, Durham, North Carolina 27701, USA; Kerrie Powell currently or previously of 1204 Grandoever Drive, Durham, North Carolina 27713, USA; Pilar Puente of Im Vogelgesang 71, 67346 Speyer, Germany; Jennifer Lee Almond (née Jennifer Lee Rhein), currently or previously of 11800 Shannon Court #826, Eden Prairie, Minnesota 55344, USA; Philip Reid Timmons currently or previously of 4423 Dula Street, Durham, North Carolina 27705, USA; and Vincent Paul Mary Wingate currently or previously of 613 Churchill Drive, Chapel Hill, North Carolina 27517, USA (hereinafter "the inventors"), have previously agreed with Bayer CropScience LP or its predecessors, 2 T.W. Alexander Drive, Research Triangle Park, NC 27709, to assign any and all business related inventions made or conceived during the course of their employment or in the case of Catherine Anderson in the course of her engagement as a contractor through a third party service provider, and wherein, during the course of their employment or engagement as the case may be, have invented the following invention entitled GENERATION OF PLANTS WITH IMPROVED PATHOGEN RESISTANCE AND DROUGHT TOLERANCE, for which at least the following patent applications have been filed:

U.S. Provisional Patent Application No. 60/482,076 filed June 24, 2003,
U.S. Patent Application No. 10/697,787 submitted October 29, 2003,
U.S. Patent Application No. 12/163,394, submitted June 27, 2008;

as well as the following inventions all entitled GENERATION OF PLANTS WITH IMPROVED DROUGHT TOLERANCE, for which at least the following patent applications have been filed:

U.S. Provisional Patent Application No. 60/482,075 filed June 24, 2003,
PCT Patent Application No. PCT/US2004/020323, filed June 23, 2004, and
U.S. Patent Application No. 10/562,309 submitted December 22, 2005; and

U.S. Provisional Patent Application No. 60/482,139 filed June 24, 2003,
PCT Patent Application No. PCT/US2004/020321 filed June 23, 2004, and
U.S. Patent Application No. 10/562,106 submitted December 22, 2005;

all of which are referred to hereafter as "the patent applications."

WHEREAS, Agrinomics LLC, (hereinafter "Agrinomics") and Bayer CropScience LP previously entered into an agreement (hereinafter "agreement") to transfer to Agrinomics inventions and patent applications that pertain to discoveries made during a mutual collaboration, including the patent applications above.

WHEREAS, Bayer CropScience LP owns all or part of the right, title and interest to the inventions described and claimed in the patent applications.

WHEREAS, Bayer CropScience LP is desirous of assigning said right, title and interest in said inventions and patent applications to Agrinomics, pursuant to said agreement, and whereas Bayer CropScience LP has received good and valuable consideration for this assignment, the receipt and sufficiency whereof are hereby acknowledged.

WHEREAS, Agrinomics is desirous of acquiring the entire right, title, and interest in and to said inventions and patent applications and the patents to be obtained therefore.

NOW, therefore, and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

Bayer CropScience LP represents and warrants to Agrinomics LLC that the inventors have assigned to Bayer CropScience LP the inventions set forth above for which the patent applications have been filed ("The Inventors Rights").

Bayer CropScience LP further represents and warrants that the inventors have agreed at any time upon request, without further or additional compensation or additional consideration, but at the expense of Bayer CropScience LP, to execute such additional assignments and other writings and do such additional acts as Bayer CropScience LP may deem necessary or desirable or perfect their enjoyment of this grant.

Bayer CropScience LP hereby assigns to Agrinomics and Agrinomics' legal representatives, successors and assigns, all right, title, and interest that it now owns, including the Inventors Rights, or shall hereafter acquire (a) in said applications; (b) to all rights to apply for foreign patents on all inventions described and/or claimed in said applications; (c) to any and all applications filed and any and all patents granted on said inventions in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, continuation or nonprovisional 37 CFR 1.53(b) application of any of said applications; and (d) to each and every reissue or extensions of any of said patents; and Bayer CropScience LP hereby authorizes and requests the patent office to issue said patents to Agrinomics. Bayer CropScience LP agrees to execute such additional assignments and other writings and do such additional acts as may be reasonably necessary or desirable in order to perfect this grant to Agrinomics.

Bayer CropScience LP hereby authorizes Agrinomics or its legal representative to insert in this instrument the filing date and serial number of any said application or any other

information that may be necessary or desirable in order to comply with the rules of any patent office for recordation of this document.

Executed at Durham, North Carolina (place), this 25th day of June, 2009.

BAYER CROPSCIENCE LP

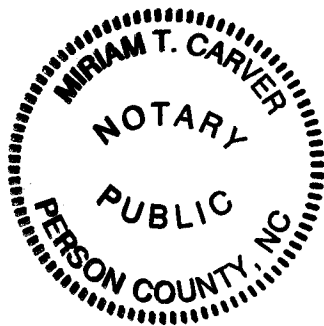
By: Margaret Keating
Name: Margaret Keating
Title: Vice President, Associate General Counsel

STATE OF NORTH CAROLINA)
COUNTY OF DURHAM) ss.

This 25th day of June, 2009, before me personally came the above-named Margaret Keating, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Miriam T. Carver
Miriam T. Carver
Notary Public for Person County, NC
My commission expires: June 13, 2010

[SEAL]



Agrinomics hereby accepts the assignment of rights in these inventions from Bayer CropScience LP.

Executed at Indianapolis, IN (place), this 30th day of June, 2009.

AGRINOMICS LLC

By: [Signature]
Name: D. Ry Wagner
Title: CSO

STATE OF Indiana) ss.
COUNTY OF Indiana

This 30th day of June, 2009, before me personally came the above-named D. Ry Wagner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]
Notary Public for Indiana
My commission expires:

[SEAL]

