### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Sean M. Russell	02/15/2011
Joseph F. Petolino	02/17/2011

#### **RECEIVING PARTY DATA**

Name:	Dow AgroSciences LLC
Street Address:	9330 Zionsville Road
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46268

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13011666

#### **CORRESPONDENCE DATA**

Fax Number: (317)337-4847

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

LVENSEL@DOW.COM Email: Correspondent Name: Dow AgroSciences LLC Address Line 1: 9330 Zionsville Road

Address Line 4: Indianapolis, INDIANA 46268

ATTORNEY DOCKET NUMBER:	67614-US-NP
NAME OF SUBMITTER:	Linda Vensel

**Total Attachments: 5** source=67614#page1.tif source=67614#page2.tif source=67614#page3.tif source=67614#page4.tif source=67614#page5.tif

PATENT REEL: 025986 FRAME: 0389

501472952

Application No.: 13/011,666 DAS No.: 67614USNP

# ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made this 21<sup>st</sup> day of January, 2011, by Sean M. Russell and Joseph F. Petolino (hereinafter referred to as Assignors), residing at 11574 Larkspur Lane, Carmel, Indiana 46032; and 270 Woodstock Court, Zionsville, Indiana 46077, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in EXCISION OF TRANSGENES IN GENETICALLY MODIFIED ORGANISMS, set forth in a Patent application for Letters Patent of the United States, already filed on January 21, 2011 as U.S. Application No. 13/011,666; and

WHEREAS, Dow AgroSciences LLC, a Limited Liability Company organized under and pursuant to the laws of Delaware having its principal place of business at 9330 Zionsville Road, Indianapolis, Indiana 46268-1054 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and valuable consideration and/or the remuneration received for my/our work and/or other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely

67,614USNP

Application No.: 13/011.666 DAS No.: 67614USNP

as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to

2

67 614HSNP

Application No.: 13/011,666

DAS No.: 67614USNP

comply with the rules of the United States Patent and Trademark Office for recordation of this document:

### DOW AGROSCIENCES LLC

All practitioners at Customer Number 80834

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

3 67,614USNP

Application No.: 13/011,666 DAS No.: 67614USNP

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	Sean M. Russell
Date: February 15, 2011	
United States of America	
State of Indiana ) ss.:	
County of Mariox	
On this 15th day of Jehruary	$\frac{1}{2}$ , $\frac{2011}{2}$ , before me
personally came Sean M. Russell $U$	, to me known to be the individual
described in and who executed the foregoing instru	ment, and acknowledged execution
of the same.	Jenxifer & Clarocx
I	Notary Public /
	FAMILIED .
	JENNIFER L. CLARSON Merion County My Commission Expires May 4, 2017

Application No.: 13/011,666

DAS No.: 67614USNP

Date: United States of America State of ) ss.: County of On this 2011\_\_\_\_\_, before me day of personally came , to me known to be the individual Joseph F. Petolind described in and who executed the foregoing instrument, and acknowledged execution of the same. larson Notary Public JENNIFER L. CLARSON Marion County My Commission Expires May 4, 2017

**RECORDED: 03/18/2011** 

**PATENT** REEL: 025986 FRAME: 0394