

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Sandeep Bhatnagar	06/30/2011
Mark J. Brinkman	05/02/2011
Kevin D. Eichelberger	04/28/2011
Sarah Gehlhar	06/02/2011
Gregory J. Holland	05/17/2011
Roderick D. Lee	10/29/1999
Daniel J. Lubich	04/25/2011
Laron L. Peters	04/26/2011
Duane A. Potrzeba	05/13/2011
Hector Ramirez de Leon	04/29/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	Monsanto Technology LLC
<b>Street Address:</b>	800 North Lindbergh Boulevard
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63167

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	13088405

**CORRESPONDENCE DATA**

**Fax Number:** (214)259-0910  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 214-259-0931  
**Email:** patricia.bailey@snrdenton.com  
**Correspondent Name:** Robert E. Hanson  
**Address Line 1:** 2000 McKinney Avenue

**CH \$40.00 13088405**

Address Line 2: Suite 1900  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 11000023-5720/DEKA1215US

NAME OF SUBMITTER: Robert E. Hanson

**Total Attachments: 19**

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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, do hereby:

SELL, ASSIGN AND TRANSFER to MONSANTO TECHNOLOGY LLC (the "Assignee"), a Delaware corporation, having a place of business at 800 N. Lindbergh Boulevard, St. Louis, Missouri, 63167, their 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 application for United States Letters Patent, Serial No. **13/088,405** which has been filed on **April 17, 2011** and is entitled "**PLANTS AND SEEDS OF HYBRID CORN VARIETY CH934907**", and to such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original 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 in the United States;

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

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others 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, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

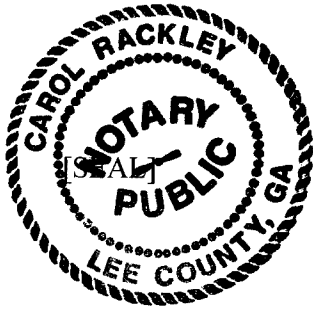
TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Signature: [Handwritten Signature]  
Name: Sandeep Bhatnagar

Date: 06-30-11

STATE OF Georgia  
COUNTY OF Lee

BEFORE ME, the undersigned authority, on this 30 day of June, 2011 personally appeared Sandeep Bhatnagar, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.



Carol Rackley  
Notary or Consular Officer  
MY COMMISSION EXPIRES  
ON JUNE 29, 2014

Signature: \_\_\_\_\_  
Name: Mark J. Brinkman

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared Mark J. Brinkman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary or Consular Officer

[SEAL]

Signature: Kevin D. Eichelberger  
Name: Kevin D. Eichelberger

Date: 4/28/2011

STATE OF Illinois  
COUNTY OF Christian

BEFORE ME, the undersigned authority, on this 28<sup>th</sup> day of April, 2011 personally appeared Kevin D. Eichelberger, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

Vickie L. Prasuk  
Notary or Consular Officer



Signature: \_\_\_\_\_  
Name: Sarah Gehlhar

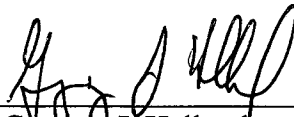
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared Sarah Gehlhar, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary or Consular Officer

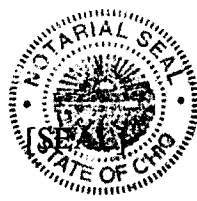
[SEAL]

Signature:   
Name: Gregory J. Holland

Date: 5-17-11

STATE OF Ohio  
COUNTY OF Darke

BEFORE ME, the undersigned authority, on this 17 day of May, 2011 personally appeared Gregory J. Holland, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.



Ronda J. Boons  
Notary Public - State of Ohio  
My Comm. Exp. Oct. 10, 2011

  
Notary or Consular Officer

Signature: \_\_\_\_\_  
Name: Roderick D. Lee

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared Roderick D. Lee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary or Consular Officer

[SEAL]

Signature: *Daniel Lubich*  
Name: Daniel J. Lubich

Date: 4-25-11

STATE OF Missouri  
COUNTY OF Saline

BEFORE ME, the undersigned authority, on this 25<sup>th</sup> day of April, 2011 personally appeared Daniel J. Lubich, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

[SEAL]



*Kathy Pabst*  
Notary or Consular Officer

Signature: \_\_\_\_\_  
Name: Laron L. Peters

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared Laron L. Peters, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

[SEAL]

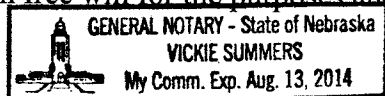
\_\_\_\_\_  
Notary or Consular Officer

Signature: Duane A Potrzeba  
Name: Duane A. Potrzeba

Date: 5/13/11

STATE OF Ne  
COUNTY OF Adams

BEFORE ME, the undersigned authority, on this 13<sup>th</sup> day of May, 2011 personally appeared Duane A. Potrzeba, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.



Vickie Summers  
Notary or Consular Officer

[SEAL]

Signature: \_\_\_\_\_  
Name: Hector Ramirez de Leon

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared Hector Ramirez de Leon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary or Consular Officer

[SEAL]

SNR DENTON US LLP  
2000 McKinney Avenue, Suite 1900  
Dallas, Texas 75201



ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, do hereby:

SELL, ASSIGN AND TRANSFER to MONSANTO TECHNOLOGY LLC (the "Assignee"), a Delaware corporation, having a place of business at 800 N. Lindbergh Boulevard, St. Louis, Missouri, 63167, their 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 application for United States Letters Patent, Serial No. **13/088,405** which has been filed on **April 17, 2011** and is entitled "**PLANTS AND SEEDS OF HYBRID CORN VARIETY CH934907**", and to such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original 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 in the United States;

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

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others 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, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Sandeep Bhatnagar

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared Sandeep Bhatnagar, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary or Consular Officer

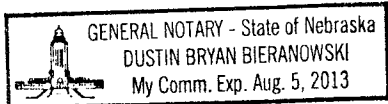
[SEAL]

Signature: Mark J. Brinkman Date: 5-2-2011  
Name: Mark J. Brinkman

STATE OF Nebraska  
COUNTY OF Douglas

BEFORE ME, the undersigned authority, on this 2<sup>ND</sup> day of May, 2011 personally appeared Mark J. Brinkman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

[Signature]  
\_\_\_\_\_  
Notary or Consular Officer



[SEAL]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Kevin D. Eichelberger

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared Kevin D. Eichelberger, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

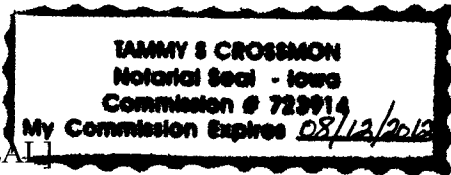
\_\_\_\_\_  
Notary or Consular Officer

[SEAL]

Signature: Sarah Gehlhar Date: June 2, 2011  
Name: Sarah Gehlhar

STATE OF Iowa  
COUNTY OF Iowa

BEFORE ME, the undersigned authority, on this 2<sup>nd</sup> day of June, 2011 personally appeared Sarah Gehlhar, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.



[SEAL]

Tammy S. Crossmon  
Notary or Consular Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Gregory J. Holland

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared Gregory J. Holland, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary or Consular Officer

[SEAL]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Roderick D. Lee

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared Roderick D. Lee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary or Consular Officer

[SEAL]

Signature: \_\_\_\_\_

Name: Daniel J. Lubich

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared Daniel J. Lubich, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary or Consular Officer

[SEAL]

Signature: Laron L. Peters  
Name: Laron L. Peters

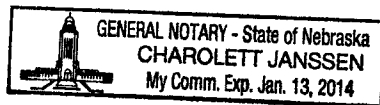
Date: 4-26-2011

STATE OF Nebraska  
COUNTY OF Dawson

BEFORE ME, the undersigned authority, on this 26 day of April, 2011 personally appeared Laron L. Peters, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

Charolett Janssen  
Notary or Consular Officer

[SEAL]



Signature: \_\_\_\_\_

Date: \_\_\_\_\_

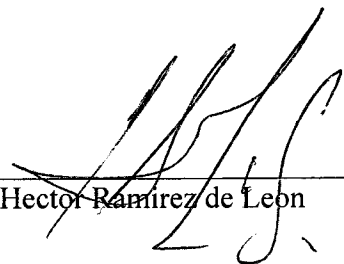
Name: Duane A. Potrzeba

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2011 personally appeared Duane A. Potrzeba, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary or Consular Officer

[SEAL]

Signature:  \_\_\_\_\_  
Name: Hector Ramirez de Leon

Date: 04/29/2011

STATE OF Missouri  
COUNTY OF St. Louis

BEFORE ME, the undersigned authority, on this 29<sup>th</sup> day of April, 2011 personally appeared Hector Ramirez de Leon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

 \_\_\_\_\_  
Notary or Consular Officer

[SEAL]

**CHARLENE A ROBEN**  
Notary Public, State of Missouri  
St. Charles County  
Commission # 10009905  
My Commission Expires August 24, 2014

SNR DENTON US LLP  
2000 McKinney Avenue, Suite 1900  
Dallas, Texas 75201



**PATENT**

In consideration of the compensation and other benefits of my employment and continued employment by Monsanto Company or one of its Subsidiaries, and of other valuable consideration, I agree with Monsanto as follows:

#### **EMPLOYMENT BY MONSANTO**

As used herein, "Monsanto" means Monsanto Company or one of its Subsidiaries, whichever is my employer. The term "Subsidiary" means any corporation, joint venture or other business organization in which Monsanto Company now or hereafter, directly or indirectly, owns or controls more than a fifty percent (50%) equity interest.

During my Monsanto employment I shall devote my working time and best efforts to the service of Monsanto and shall comply with the policies and procedures of Monsanto, including those relating to security and employee conduct, and I shall not engage in any planning or other business or technical activity, competitive with or in conflict with the business interests of Monsanto Company or any Subsidiary.

#### **CONFIDENTIAL INFORMATION**

As used herein, "Confidential Information" means all technical and business information of Monsanto Company and its Subsidiaries, whether patentable or not, which is of a confidential, trade secret and/or proprietary character and which is either developed by me (alone or with others) or to which I have had access during my employment. "Confidential Information" shall

also include confidential evaluations of, and the confidential use or non-use by Monsanto Company or any Subsidiary of, technical or business information in the public domain.

I shall use my best efforts and diligence both during and after my Monsanto employment to protect the confidential, trade secret and/or proprietary character of all Confidential Information. I shall not, directly or indirectly, use (for myself or another) or disclose any Confidential Information, for so long as it shall remain proprietary or protectible as confidential or trade secret information, except as may be necessary for the performance of my Monsanto duties.

I shall deliver promptly to Monsanto, at the termination of my employment, or at any other time at Monsanto's request, without retaining any copies, all documents and other material in my possession relating, directly or indirectly, to any Confidential Information.

Each of my obligations in this section shall also apply to the confidential, trade secret and proprietary information learned or acquired by me during my employment from others with whom Monsanto Company or any Subsidiary has a business relationship.

I understand that I am not to disclose to Monsanto Company or any Subsidiary, or use for its benefit, any of the confidential, trade secret or proprietary information of others, including any of my former employers.

## COMPETITIVE ACTIVITY

I shall not, directly or indirectly (whether as owner, partner, consultant, employee or otherwise), at any time during the period of two years following termination for any reason of my final employment with Monsanto Company or any Subsidiary, engage in or contribute my knowledge to any work or activity that involves a product, process, apparatus, service or development which is then competitive with or similar to a product, process, apparatus, service or development on which I worked or with respect to which I had access to Confidential Information while at Monsanto Company or any Subsidiary at any time during the period of five years immediately prior to such termination ("Competitive Work"). However, I shall be permitted to engage in such proposed work or activity, and Monsanto shall furnish me a written consent to that effect signed by an officer, if I shall have furnished to Monsanto clear and convincing written evidence, including assurances from me and my new employer, that the fulfillment of my duties in such proposed work or activity would not likely cause me to disclose, base judgments upon, or use any Confidential Information. Following the expiration of said two year period, I shall continue to be obligated under the "Confidential Information" section of this Agreement not to use or to disclose Confidential Information so long as it shall remain proprietary or protectible as confidential or trade secret information.

During my employment by Monsanto and for a period of two years thereafter, I shall not, directly or indirectly, induce or attempt to induce a salaried employee of Monsanto Company or any of its Subsidiaries to accept employment or affiliation involving Competitive Work with another firm or corporation of which I am an employee, owner, partner or consultant.

## IDEAS, INVENTIONS OR DISCOVERIES

I shall promptly disclose to Monsanto all ideas, inventions or discoveries, whether or not patentable, which I may conceive or make, alone or with others, during my employment, whether or not during working hours, and which directly or indirectly

(a) relate to matters within the scope of my duties or field of responsibility during my employment by Monsanto Company or its Subsidiaries; or

(b) are based on my knowledge of the actual or anticipated business or interests of Monsanto Company or its Subsidiaries; or

(c) are aided by the use of time, materials, facilities or information of Monsanto Company or its Subsidiaries.

I hereby assign to Monsanto, or its nominee, without further compensation, all of my right, title and interest in all such ideas, inventions or discoveries in all countries of the world.

Without further compensation but at Monsanto's expense, I shall give all testimony and execute all patent applications, rights of priority, assignments and other documents and in general do all lawful things requested of me by Monsanto to enable Monsanto to obtain, maintain, and enforce protection of such ideas, inventions and discoveries for and in the name of Monsanto, or its nominee, in all countries of the world. However, should I render any of these services following termination of my employment, I shall be compensated at a rate per hour equal to the basic salary I received from Monsanto at the time of termination and shall be reimbursed for reasonable out-of-pocket expenses incurred in rendering the services.



I recognize that ideas, inventions or discoveries of the type described above conceived or made by me, alone or with others, within one year after termination of my employment are likely to have been conceived in significant part while employed by Monsanto. Accordingly, I agree that such ideas, inventions or discoveries shall be presumed to have been conceived during my Monsanto employment unless and until I have established the contrary by clear and convincing evidence.

MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Missouri and shall be binding upon and enforceable against my heirs and legal representatives and the assignees of any idea, invention or discovery conceived or made by me.

To the extent this Agreement is legally enforceable, it shall supersede all previous agreements covering this subject matter between me and Monsanto Company or its Subsidiaries, but shall not relieve me or such other party from any obligations incurred under any such previous agreement while in force.

If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or other-

wise, it shall be construed by limiting and reducing it so as to be enforceable under then applicable law.

If I am transferred from the company which was my employer at the time I signed this Agreement to the employment of another company that is a Subsidiary of Monsanto Company or is Monsanto Company itself, and I have not entered into a superseding agreement with my new employer covering the subject matter of this Agreement, then this Agreement shall continue in effect and my new employer shall be termed "Monsanto" for all purposes hereunder and shall have the right to enforce this Agreement as my employer. In the event of any subsequent transfer, my new employer shall succeed to all rights under this Agreement so long as such employer shall be Monsanto Company or one of its Subsidiaries and so long as this Agreement has not been superseded.

Monsanto and I shall each have the right to terminate my employment by giving at least thirty days' prior written notice to the other party; provided, however, that no advance notice of termination shall be required if the business unit to which I am assigned is sold and I accept a comparable position with the purchaser of such business unit. Monsanto, at its option, may elect to pay me my salary for the notice period instead of continuing my active employment during that period.

This Agreement is signed in duplicate, as of the 22<sup>nd</sup> day of October 19 99.

MONSANTO COMPANY

BY Foderick D. Lee

TITLE Product Lead

OR Ymman Wilalkee  
HR Secretary

Name of Subsidiary \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Foderick D. Lee

Signature of Employee

FODERICK D. LEE

Typed Name of Employee

Henderson NE

Employment Location

RECEIVED

NOV 08

DEKALB GENETICS CORPORATION

EMPLOYEE INVENTION AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made and entered into as of the 11 day of March, 1996 by and between DEKALB Genetics Corporation, a Delaware corporation, with its principal place of business at 3100 Sycamore Road, DeKalb, Illinois 60115 (hereinafter called "DEKALB") and Federick Dawn Lee residing at 302 S. Alexandra Clay Center NE 68977 (hereinafter called the "Employee").

The Employee recognizes that the success of the business of DEKALB, its divisions, affiliates and subsidiaries depends to a considerable extent on the protection of patents, inventions, discoveries, developments, trademarks, copyrights, intellectual property and other information held or used by DEKALB, and that during the Employee's employment the Employee will contribute to or have access to such property and information.

In consideration of Employee's employment, continued employment, compensation and other benefits of employment by DEKALB, and intending to be legally bound, the parties hereby agree as follows:

1. **DEKALB Ownership.** All inventions, discoveries, developments, ideas, improvements, and designs made or conceived by Employee, and copyrights or other rights to all software, writings or other materials prepared by Employee, in each case either solely or with others, while employed by DEKALB, during or after working hours, which are useful in or related to the actual or anticipated business, work, or investigations of DEKALB, belong exclusively to DEKALB.

2. **Prompt Disclosure to DEKALB.** Employee shall promptly disclose to DEKALB immediately and fully any such invention, discovery, development, idea, improvement or design.

3. **Assignment to DEKALB.** At the request and expense of DEKALB; either before or after termination of Employee's employment, Employee shall execute a written assignment of and shall assist in acquiring and maintaining patent or other protection upon and confirming DEKALB's right to such inventions, discoveries, ideas, developments, improvements or designs.

4. **Records.**

a. **Creation.** Employee shall fully make and maintain records of all Employee's work in the manner directed by DEKALB.

b. **DEKALB Ownership.** All such records and copies of them and all samples and experimental materials will be the

exclusive property of DEKALB. All these materials shall be returned to DEKALB on termination of employment.

**5. Treatment and Non-Disclosure of Confidential Information.**

a. Employee shall not, either during or after employment with DEKALB, disclose or use any secret or confidential information acquired because of such employment without the written consent of an officer of DEKALB.

b. Employee shall treat all confidential information as confidential and shall comply with all DEKALB policies, procedures and requests relating to protection against the disclosure of confidential information.

c. Confidential information shall include, but not be limited to, information relating to research, products, formulae, methods, software, apparatus, equipment, costs, business studies, business procedures, business plans, marketing data, personnel data and finances and any samples, materials or other information which have not been made public.

6. **No Competition with DEKALB.** During the term of Employee's employment, Employee shall not engage in any activity in competition with or against the best interests of DEKALB.

**7. Other Employee Agreements.**

a. Employee shall not disclose to DEKALB or induce DEKALB to use any secret or confidential information belonging to Employee's former employers, if any.

b. Except as set forth here (if none, write "none"),

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee warrants that Employee is not bound by the terms of a confidentiality agreement or any other agreement with a third party which would preclude or limit Employee's right to disclose to DEKALB any ideas, inventions, discoveries, improvements or designs or other information that Employee may conceive as part of Employee's employment with DEKALB. Employee will provide DEKALB with a copy of any and all agreements with a third party which preclude or limit Employee's right to make disclosures.

**8. New Employment.**

a. **Disclosure of this Agreement.** Prior to accepting any new employment, Employee will inform Employee's new employer of the existence of this Agreement and provide a copy to such new employer.

b. **Additional Assurances.** DEKALB reserves the right to request separate written assurances from Employee and from such new employer, appropriately satisfactory to DEKALB, that Employee will not use or disclose or be required to use or disclose confidential information of DEKALB in connection with Employee's employment.

c. **Notice.** Employee will not begin employment with another employer without notifying DEKALB.

**9. Non-Solicitation of DEKALB Employees.** During Employee's employment by DEKALB and for two years thereafter, Employee shall not solicit, induce or attempt to induce an employee of DEKALB to accept employment or affiliation involving competitive work with another employer of which Employee is an employee, owner, or partner, or for which Employee consults.

**10. Assignment by DEKALB.** This Agreement may be assigned by DEKALB, without further notice to Employee, as part of the sale of all or part of DEKALB's business, or to a subsidiary, partner or affiliate of DEKALB, or transferred by operation of law. If Employee is transferred to a subsidiary or affiliate, or from one subsidiary or affiliate to another, all terms and conditions of this Agreement shall remain in force as if the Agreement initially had been made with that subsidiary or affiliate.

**11. Termination of Employment.**

a. Termination of Employee's employment shall not affect the covenants and conditions herein contained.

b. The enforceability of this Agreement continues after termination of Employee's employment.

**12. Non-Assignment of Certain Inventions.** No provision in this Agreement is intended to require assignment of any of Employee's rights in an invention for which no equipment, supplies, facilities, or trade secret information of DEKALB was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) to the business of DEKALB, or (ii) to DEKALB's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for DEKALB.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.

14. **Previous Ideas.** In order to establish their status, Employee lists below all previous ideas, concepts, processes, improvements, and inventions which were made or conceived by Employee prior to Employee's employment with DEKALB, which have not yet been patented or covered by pending applications for patents or copyrights, and which Employee wishes to exclude from this Agreement (if none, write "none").

1. None
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate, as of the date first above written.

DEKALB Genetics Corporation

Roderick D. Lee  
Employee

By: Roderick D. Lee

Title: Station Manager

Employee's signature witnessed  
by:

[Signature]

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