

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Execution date recorded as May 30, 2011 previously recorded on Reel 026536 Frame 0671. Assignor(s) hereby confirms the correct date should be April 30, 2011.
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Douglas J. Barker	04/30/2011
<b>RECEIVING PARTY DATA</b>	
Name:	AgriGenetics, Inc.
Street Address:	9330 Zionsville Road
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46268
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	13089363
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(801)531-9168
Phone:	801 532 1922
Email:	spboren@traskbritt.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Edgar R. Cataxinos
Address Line 1:	PO BOX 2550
Address Line 4:	Salt Lake City, UTAH 84110
<b>ATTORNEY DOCKET NUMBER:</b>	10609
<b>NAME OF SUBMITTER:</b>	Edgar R. Cataxinos
Total Attachments: 4 source=Oct-13-11-CoverSheet-10609#page1.tif source=Oct-13-11-Assignment-10609#page1.tif source=Oct-13-11-Assignment-10609#page2.tif source=Oct-13-11-Assignment-10609#page3.tif	

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**PATENT**  
**REEL: 027060 FRAME: 0128**

## PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

07/01/2011  
501583716

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Douglas J. Barker	05/30/2011
RECEIVING PARTY DATA	
Name:	Agrigenetics, Inc.
Street Address:	9330 Zionsville Rd
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46268
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13089363
CORRESPONDENCE DATA	
Fax Number:	(317)337-4847
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	lvensel@dow.com
Correspondent Name:	Dow AgroSciences
Address Line 1:	9330 Zionsville Rd
Address Line 4:	Indianapolis, INDIANA 46268
ATTORNEY DOCKET NUMBER:	69664-US-NP
NAME OF SUBMITTER:	Linda K Vensel
Total Attachments: 3 source=69664#page1.tif source=69664#page2.tif source=69664#page3.tif	

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### ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made this 19<sup>th</sup> day of April, 2011, by Douglas J. Barker (hereinafter referred to as Assignor), residing at 1411 205<sup>th</sup> Drive, Seward, NE 68434;

**WHEREAS**, Assignor has invented certain new and useful improvements in HYBRID CORN VARIETY 980002, set forth in a Patent application for Letters Patent of the United States, already filed on April 19, 2011 as U.S. Application No. 13/089,363; and

**WHEREAS**, Agrigenetics, Inc., a corporation organized under and pursuant to the laws of the State of Delaware having its principal place of business at 9330 Zionsville Road, Indianapolis, Indiana 46268 (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, Assignor has sold, assigned, transferred and set over, and by these presents does 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 as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants 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, Assignor is the sole and lawful owner 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 Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor 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.

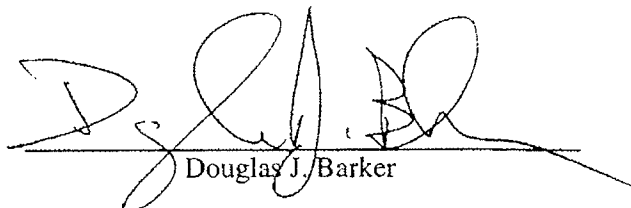
**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

AGRIGENETICS, INC.

All practitioners at Customer Number 80834

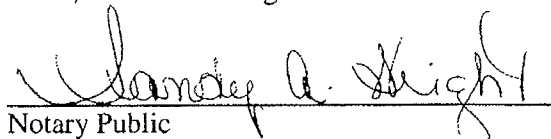
AND Assignor acknowledges an obligation of assignment of this invention to  
Assignee at the time the invention was made.

  
Douglas J. Barker

Date: April 30, 2011

United States of America )  
State of Nebraska ) ss.:  
County of Seward )

On this 30 day of April, Douglas Barker, before me  
personally came Douglas J. Barker, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

  
Notary Public

