

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
iCyt Visionary Bioscience, Inc.	01/06/2005
RECEIVING PARTY DATA	
Name:	Monsanto Technology LLC
Street Address:	800 North Lindbergh Boulevard
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63167
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13106705
CORRESPONDENCE DATA	
Fax Number:	(936)870-3115
Phone:	936.870.3960
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<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:	INGURAN LLC
Address Line 1:	22575 State Hwy 6 South
Address Line 4:	Navasota, TEXAS 77868
ATTORNEY DOCKET NUMBER:	I-2 US CONT 4
NAME OF SUBMITTER:	Ryan S. Christensen
Total Attachments: 3 source=AssignICYTtoMonsanto#page1.tif source=AssignICYTtoMonsanto#page2.tif source=AssignICYTtoMonsanto#page3.tif	

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ASSIGNMENT

1. **WHEREAS**, iCyt Visionary Bioscience, Inc. of Champaign, Illinois, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois (hereinafter referred to as Assignor), is the owner of the entire right, title, and interest in and to a certain application for letters patent of the United States and the invention disclosed therein; and

2. **WHEREAS**, Monsanto Company of 800 North Lindbergh Boulevard, St. Louis, Missouri 63167, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, through its wholly owned subsidiary Monsanto Technology LLC (hereinafter referred to as Assignee), is desirous of acquiring said right, title, and interest of Assignor;

3. **NOW, THEREFORE**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in hand paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign, and transfer unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said invention, said United States application, any other United States applications (including provisional, non-provisional, divisional, continuing or reissue applications)

based in whole or in part on said United States application or in whole or in part on said invention, any foreign applications based in whole or in part on any of the aforesaid United States applications or in whole or in part on said invention, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said invention or any part thereof; including specifically, without limiting the generality of the foregoing, the United States patent application listed below.

4. **TO BE HELD AND ENJOYED BY** Assignee, its successors and assigns, to the ends of the respective full terms for which said patents have been or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

5. **AND** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue any and all United States patents which may be granted upon said United States patent applications to assignee, its successors and assigns.

6. **AND** Assignor hereby agrees to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by said Assignee, its successors or assigns fully to secure its interest as aforesaid in and to said invention or any part thereof, and in and to said

patent applications or any of them, and in and to said several patents or any of them.

7. **AND** Assignor covenants that Assignor has granted no right or license to make, use or sell said invention to anyone except said Assignee, that prior to the execution of this deed Assignor's right, title, and interest in said invention has not been otherwise encumbered, and that Assignor has not executed and will not execute any instrument in conflict herewith.

8. **THE UNITED STATES PATENT APPLICATION IS AS FOLLOWS:**

<u>Serial No.</u>	<u>Date</u>	<u>Inventor(s)</u>	<u>Title</u>
60/458,607	03/28/03	Durack, et al	APPARATUS AND METHODS FOR SORTING PARTICLES

9. **IN WITNESS WHEREOF**, Assignor has caused these presents to be executed by its officers thereunto duly authorized this 6 day of January, 2005.

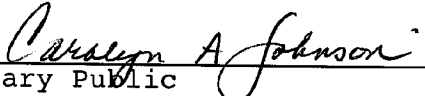
iCyt Visionary Bioscience, Inc.

By 
GARY DURACK, President

ACKNOWLEDGEMENT

State of ILLINOIS)
County of Champaign) SS.

On this 6 day of JANUARY, 2005, before me personally appeared GARY DURACK, to me known, who, being by me duly sworn, did depose and say that he is President of iCyt Visionary Bioscience, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by like order.


Notary Public

My Commission Expires:

8-15-07

3

