

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CALGENE, LLC	05/04/2001
RECEIVING PARTY DATA	
Name:	OMEGATECH, INC.
Street Address:	4909 NAUTILUS COURT NORTH
City:	BOULDER
State/Country:	COLORADO
Postal Code:	80302
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7214853
Application Number:	11674574
CORRESPONDENCE DATA	
Fax Number:	2023712540
Phone:	2023712600
Email:	lbrandes@skgf.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:	STERNE, KESSLER, GOLDSTEIN & FOX PLLC
Address Line 1:	1100 NEW YORK AVENUE, NW
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	2715.141STR1
NAME OF SUBMITTER:	LORI M. BRANDES
Total Attachments: 3 source=1029assignment#page1.tif source=1029assignment#page2.tif source=1029assignment#page3.tif	

OP \$80.00 7214853

ASSIGNMENT OF PATENT APPLICATION RIGHTS

Calgene, LLC, a corporation organized and existing under the laws of Delaware, having a place of business at 1920 Fifth Street, Davis, CA (hereinafter called "Assignor"), hereby assigns certain rights to OmegaTech, Inc, a corporation organized and existing under the laws of Colorado, having a place of business at 4909 Nautilus Court North, Boulder CO 80302 (hereinafter called the "Assignee"):

WHEREAS as of May 10, 2000 Assignor was the owner of the following Applications:

APPLICATION(S):

Patent Application Serial No.: 09/231,899 Filed: January 14, 1999

TITLE: SCHIZOCHYTRIUM PKS GENES

AND WHEREAS Assignor has agreed with Assignee for the transfer to it of the whole right, title and interest in said Application.

NOW THEREFORE, to all to whom it may concern, be it known that, for and in consideration of One Dollar and other good and valuable considerations, paid by Assignee to Assignor, the receipt and sufficiency whereof are hereby acknowledged, Assignor hereby assigns and transfers to Assignee and Assignee's legal representatives, successors and assigns, the entire right, title and interest in and to said Inventions and Applications, including continuations, continuation-in-part, divisional, reissues and reexaminations, and the letters patent, both foreign and domestic, that may or shall issue thereon; and Assignor does hereby authorize and request the Director of Patents and Trademarks to issue said letters patent to the above-mentioned Assignee agreeably with the terms of this assignment.

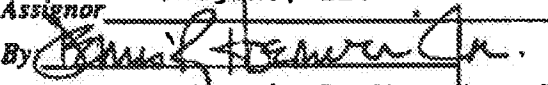
ASSIGNOR hereby covenants that Assignor has full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreement inconsistent with this Assignment or to the detriment of the applications, and inventions being assigned hereby.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns, that, as of May 10, 2000, Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said inventions and the Applications 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, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or that any division, continuation or continuation-in-part of any letters patent, to be obtained therein, is lawful and desirable, 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 Letters Patent for said inventions, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be affixed this 4th day of ^{MAY} April, 2001. This assignment is effective as of May 10, 2000.

Assignor Calgene, LLC
By 
Printed Name: Dennis R. Hoerner, Jr.
Printed Title: Assistant Secretary

ATTEST:


Assistant Secretary

ACKNOWLEDGEMENT

State of Mo)
) SS.
County of St. Louis

On this 11th day of May, 2001, before me personally appeared Donna P. Hoerner Jr., to me known, who, being by me duly sworn, did depose and say that he is Assistant Secretary of Calgene, LLC, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

My Commission Expires:



(Notarial Seal)

Judith A. Lorenz
Notary Public

JUDITH A. LORENZ
Notary Public - State of Missouri
St. Louis County
My Commission Expires: November 20, 2003

Accepted by Omegatech, Inc.

By Robert M. A. Signe

Title: VP, SECRETARY & GENERAL COUNSEL