

Form PTO-1595 (Rev. 02-11)
OMB No. 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bayer BioScience NV (12/1/2011)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): In parentheses after inventor name

- ☒ Assignment ☐ Merger ☐ Change of Name
☐ Security Agreement ☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Icon Genetics GmbH

Internal Address: _____

Street Address: _____

Weinbergweg 22

City: Halle (Saale)

State: _____

Country: Germany Zip: 06120

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

13/376,912

13/265,358

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Shawn P. Foley
LERNER, DAVID, LITTENBERG,
KRUMHOLZ & MENTLIK, LLP

Internal Address: Atty. Dkt.: HARTZ 3.3-007; HARTZ 3.3-006

Street Address: 600 South Avenue West

City: Westfield

State: NJ Zip: 07090

Phone Number: 908-654-5000

Fax Number: 908-654-7866

Email Address: ataylor@ldikm.com

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 12-1095

Authorized User Name Shawn P. Foley

9. Signature:

Shawn P. Foley
 Signature

October 18, 2012

Date

Shawn P. Foley - 33,071

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

10

Hecate Ref: 4/11/b00835

ASSIGNMENT AND LICENSE AGREEMENT

This ASSIGNMENT AND LICENSE AGREEMENT (the "Agreement") is made between:

- (1) Bayer Innovation GmbH,
Merowingerplatz 1
40225 Düsseldorf, GERMANY
(hereinafter referred to as "Bayer Innovation").
- (2) Icon Genetics GmbH,
Weinbergweg 22
06120 Halle (Saale), GERMANY
(hereinafter referred to as "Icon Genetics")
- (3) Bayer CropScience AG (as successor of Bayer CropScience GmbH),
Alfred Nobelstraße 50
40789 Monheim, GERMANY
(hereinafter referred to as "Bayer CropScience")
- (4) Bayer BioScience NV,
Technologiepark 38,
9052 Gent, BELGIUM
(hereinafter referred to as "Bayer BioScience")

WHEREAS:

- (A) Between 2003 and 2005, Bayer CropScience spent, primarily through its existing contract research arrangement with Bayer BioScience and Bayer SAS, 16, rue Jean-Marie Leclair, 69009 Lyon, FRANCE (hereinafter referred to as "Bayer SAS"), approximately [REDACTED] Euros on research and development related to [REDACTED] (the "Field", as more fully defined hereafter).
- (B) Said research and development effort in the Field involved various external research collaborations with independent technology companies such as Icon Genetics;
- (C) As a result said research and development effort, Bayer CropScience acquired certain rights to intellectual property in the Field.
- (D) In the course of 2005, Bayer CropScience decided, [REDACTED] Around the same time, [REDACTED]
- (E) Against that background, Bayer Innovation and Bayer CropScience (together with Bayer BioScience and Bayer SAS) entered an "Assignment and License Agreement" effective as of January 1, 2006 pursuant to which Bayer CropScience assigned respectively licensed its aforementioned right to intellectual property in the Field [REDACTED] in return for an adequate participation in potential future profits made by Bayer Innovation in the Field.

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- (F) In addition (i) [REDACTED] entered into a Service Agreement with [REDACTED] effective as of January 1, 2006 pursuant to which [REDACTED] would provide contract research services together with certain support services to [REDACTED] and (ii) [REDACTED] entered a Service Agreement effective as of July 1, 2010 pursuant to which [REDACTED] would provide contract research services together with certain support services to [REDACTED]
- (G) In the course of 2010, [REDACTED] decided to investigate opportunities to [REDACTED] the Field including its interest in [REDACTED]
- (H) In preparation for said divestment, Bayer Innovation and Icon Genetics on the one hand and Bayer CropScience, Bayer BioScience and Bayer SAS on the other hand have agreed to streamline their respective intellectual property portfolios, all as further described in this Agreement.
- (I) [REDACTED] has previously assigned all its intellectual property rights, to the extent relevant in connection with this transaction, to Bayer CropScience and therefore [REDACTED] is not a party to this Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms, when capitalized, will have the following meaning:

- "Effective Date" will mean December 1, 2011;
- "Field" will mean commercial production of proteins and RNAs in plants, including but not restricted to pharmaceutical proteins, enzymes, structural proteins, antibodies and biomaterials;
- "Intellectual Property Rights" will mean patents, patent applications, rights to inventions, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or not, and including all licensing rights with respect to such rights in any part of the world.

2. ASSIGNMENT AND LICENSE

2.1. Hybrid Wheat

2.1.1. Effective as of the Effective Date, Icon Genetics hereby agrees to assign to Bayer BioScience, and Bayer BioScience hereby accepts to be assigned, all Intellectual Property Rights listed in Schedule 2.1(a) attached hereto. Icon Genetics shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as Bayer BioScience may from time to time reasonably require in order to give Bayer BioScience the full benefit of the aforesaid assignment, whether in connection with any registration of title or other similar right or otherwise.

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2.1.2. Effective as of the Effective Date, Icon Genetics hereby agrees to assign to Bayer BioScience and Bayer BioScience hereby accepts to be assigned all rights and obligations under the agreements listed in Schedule 2.1(b) attached hereto. Icon Genetics shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as Bayer BioScience may from time to time reasonably require in order to give Bayer BioScience the full benefit of the aforesaid assignment, including providing any required third party notice of or seeking any required third party consent for said assignment.

2.1.3. Bayer BioScience hereby grants to Icon Genetics a world-wide, non-exclusive, irrevocable right, with the right to grant sublicenses, to use the Intellectual Property Rights listed in Schedule 2.1(a) for all purposes in the Field.

2.1.4. Bayer Innovation hereby agrees to terminate any rights or interests which it may have in the Intellectual Property Rights assigned hereunder to Bayer BioScience.

2.2. *Magnicon®*

Effective as of the Effective Date, Icon Genetics hereby grants to Bayer BioScience and its affiliates a world-wide non-exclusive, irrevocable right to use all Intellectual Property Rights listed in Schedule 2.2 attached hereto to produce proteins for use in internal research and development outside of the Field. This license shall include the right to use all biological material which is required to practice the Intellectual Property Rights, including but not limited to the vectors listed in Schedule 2.2.

2.3. *Glycosylation*

2.3.1. Effective as of the Effective Date, Bayer BioScience hereby agrees to assign to Icon Genetics, and Icon Genetics hereby accepts to be assigned, all Intellectual Property Rights listed in Schedule 2.3(a) attached hereto. Bayer BioScience shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as Icon Genetics may from time to time reasonably require in order to give Icon Genetics the full benefit of the aforesaid assignment, whether in connection with any registration of title or other similar right or otherwise.

2.3.2. Effective as of the Effective Date, Bayer BioScience hereby agrees to assign to Icon Genetics and Icon Genetics hereby accepts to be assigned all rights and obligations under the agreements listed in Schedule 2.3(b) attached hereto. Icon Genetics shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as Icon Genetics may from time to time reasonably require in order to give Icon Genetics the full benefit of the aforesaid assignment, including providing any required third party notice of or seeking any required third party consent for said assignment.

2.3.3. Icon Genetics hereby grants to Bayer BioScience and its affiliates a world-wide, non-exclusive, irrevocable right, with the right to grant sublicenses, to use the Intellectual Property Rights listed in Schedule 2.3(a) for all purposes outside of the Field.

2.3.4. Bayer CropScience hereby agrees to terminate any rights or interests which it may have in the Intellectual Property Rights assigned hereunder to Icon Genetics. Bayer Innovation hereby agrees to terminate any rights or interest which it may have in the Intellectual Property Rights assigned hereunder to Icon Genetics.

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2.4. Chloroplast Technology

2.4.1. Effective as of the Effective Date, Bayer CropScience hereby grants to Icon Genetics and its affiliates a world-wide non-exclusive, irrevocable right to use all Intellectual Property Rights listed in [REDACTED] attached hereto for all purposes in the Field including commercial applications.

2.4.2. Effective as of the Effective Date, Icon Genetics hereby grants to Bayer CropScience and its affiliates a world-wide non-exclusive, irrevocable right to use all Intellectual Property Rights listed in Schedule 2.4(b) attached hereto for all purposes outside of the Field including commercial applications.

2.5. General

Upon reasonable request of a Party receiving a license or assignment under this Agreement, the Party granting such license or assignment will provide the receiving Party such data, material, information and assistance as is reasonably required to give the receiving Party the full benefit of the rights received by it under this Agreement.

3. CONSIDERATION

3.1. *Hybrid Wheat*. In consideration for the assignments from Icon Genetics to Bayer BioScience referred to [REDACTED], Bayer BioScience shall, in addition to the [REDACTED] provided by Bayer BioScience to Icon Genetics [REDACTED], pay Icon Genetics [REDACTED]

3.2. *Magnicon*. In consideration for the rights granted by Icon Genetics to Bayer BioScience in section 2.2, Bayer BioScience shall pay Icon Genetics a [REDACTED]

3.3. *Glycosylation*. In consideration for the assignments from Bayer BioScience to Icon Genetics referred to [REDACTED], Icon Genetics shall, in addition to the [REDACTED] provided by Icon Genetics to Bayer BioScience [REDACTED], pay Bayer BioScience [REDACTED]

3.4. *Chloroplast Technology*. In consideration for the rights granted by Bayer CropScience to Icon Genetics in [REDACTED], Icon Genetics shall pay to Bayer CropScience a [REDACTED]. In consideration for the rights granted by Icon Genetics to Bayer CropScience [REDACTED], Bayer CropScience shall pay to Icon Genetics a [REDACTED]

3.5. All payments hereunder will be made within sixty (30) days after receipt of an invoice. Each Party entitled to payment hereunder shall promptly after signing of this Agreement provide its bank details to the Party owing it such payment.

3.6. The amounts set forth in sections 3.1 to 3.4 are considered to be net of VAT. VAT applies additionally as legally owed, payable after receipt of a correct invoice, which meets all legal requirements according to the applicable VAT-law and which mentions the VAT-numbers of the paying Party and the Party receiving payment.

3.7. Any party required to make a payment under this Agreement (the "PAYING PARTY") shall be entitled to deduct and withhold from the amount payable the tax which the PAYING PARTY is liable under any provisions of tax law.

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If the withholding tax rate is reduced according to the regulations in the Double Tax Treaty, no deduction shall be made or a reduced amount shall be deducted only if PAYING PARTY is timely furnished with necessary documents (Freistellungsbescheid) by PAYEE issued from the German Tax Authority (Bundeszentralamt für Steuern), certifying that the payment is exempt from tax or subject to a reduced tax rate. Any withheld tax shall be treated as having been paid by PAYING PARTY to PAYEE for all purposes of this Agreement. PAYING PARTY shall timely forward the tax receipts certifying the payments of withholding tax on behalf of PAYEE. In case PAYING PARTY cannot deduct the withholding tax due to fulfillment completion of payment obligation by settlement or set-off, PAYEE will pay the withholding tax to PAYING PARTY separately. If PAYING PARTY missed to deduct withholding tax but is still required by tax law to pay withholding tax on account of PAYEE to the tax authorities, PAYEE shall assist PAYING PARTY with regard to all procedures required in order to obtain reimbursement by tax authorities or, in case tax authorities will not reimburse withholding tax to PAYING PARTY, PAYEE will immediately refund the tax amount.

4. OTHER PROVISIONS

4.1. The [REDACTED] made effective between Bayer Innovation, Bayer CropScience, Bayer BioScience and Bayer SAS as [REDACTED] except to the extent modified by this Agreement. For clarity, section 3.1 of said agreement will continue to apply if and when all conditions for its application will have been met.

4.2. The Service Agreement made effective as of [REDACTED] between Bayer Innovation and Bayer BioScience [REDACTED]. With respect to the Dedicated Assets acquired by Bayer BioScience for the sole purpose of providing services under the Service Agreement, as referred in Article 5.02 of the Service Agreement, Bayer Innovation confirms that it has elected not to take ownership of the infiltration equipment installed by Bayer BioScience in its greenhouse facilities in Astene. In return Bayer BioScience has agreed not to request any Liquidated Damages in relation to the termination.

4.3. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Transmission of an executed counterpart of the executed signature page of a counterpart of this agreement (a) by fax or (b) by e-mail in PDF shall take effect as delivery of an executed counterpart of this agreement.

4.4. This agreement shall be governed by and construed in accordance with the laws of Germany. Each party irrevocably agrees to submit to the exclusive jurisdiction of the competent courts of Germany over any claim or matter arising under or in connection with this agreement.

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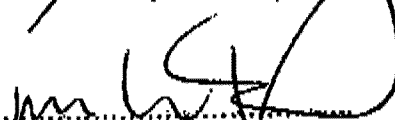

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PATENT

REEL: 029162 FRAME: 0599

Hecate Ref: 4/11/b00835

Made in four (4) copies, one for each party.

Bayer Innovation GmbH
Date:Bayer CropScience AG
Date:
Name: Dr. Detlef Wollweber
Title: Managing Director/Geschäftsführer.....
Name:
Title:
Name: ppa. Dr. Henning Lütjens
Title: Law & Patents.....
Name:
Title:Icon Genetics GmbH
Date:Bayer BioScience NV
Date:
Name: Y. Gleba
Title: MAN. DIRECTOR.....
Name:
Title:.....
Name:
Title:

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Initials B/C

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Made in four (4) copies, one for each party,

Bayer Innovation GmbH
Date:**Bayer CropScience AG**
Date:.....
Name:
Title:.....
Name:
Title:.....
Name:
Title:.....
Name:
Title:**Icon Genetics GmbH**
Date:**Bayer BioScience NV**
Date: *December 20, 2011*.....
Name:
Title:.....
Name:
Title:
Johan Bolterman, Ph.D.
Head of Product Research.....
Name: **Andre Roef**
Title: *Managing Director*
Bayer BioScience N.V.Initials BCS 

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Schedule 2.3
Glycosylation

Schedule 2.3(a) – Patents and Patent Applications

The Intellectual Property Rights referred to in section 2.3 of this Agreement shall comprise the following patents and patent applications (including including, without limitation, all substitutions, continuations, continuations-in-part and divisionals thereof and any ensuing patent or similar right (including, without limitation, all reissues, extensions, confirmations, registrations, re-examinations and inventor's certificates thereof) in any country of the world, claiming or having claimed priority of this patent application or of at least one of these patent applications):

BCS 06-2005	NOVEL NUCLEOTIDE SEQUENCES ENCODING NICOTIANA BETA-1.2-XYLOSYLTRANSFERASE					
	Application number	Application date	Publication number	Grant number	Grant date	Status
EP	07723304.7	15/03/2007	2002008	0	0	PUBLICATION
EP	06075714.3	23/03/2006	0	0	0	ABANDONMENT
US	60/787651	30/03/2006	0	0	0	ABANDONMENT
WO	PCT/EP07/002322	15/03/2007	07/107286	0	0	PUBLICATION
AU	2007229081	15/03/2007	0	0	0	REQUEST FOR EXAMINATION
BR	PI0709202-4	15/03/2007	0	0	0	REQUEST FOR EXAMINATION
CA	2648583	15/03/2007	0	0	0	NATIONAL PHASE OF PCT
CN	200780009968.5	15/03/2007	101405396	0	0	PUBLICATION
IN	200807872	15/03/2007	0	0	0	PUBLICATION
IL	194144	15/03/2007	0	0	0	REQUEST FOR EXAMINATION
JP	2009-500748	15/03/2007	2009629898	0	0	REQUEST FOR EXAMINATION
MX	2008/012153	15/03/2007	0	0	0	PUBLICATION
ZA	2008/07497	15/03/2007	0	2008/07497	40177	GRANT
KR	2008-7025828	15/03/2007	0	0	0	NATIONAL PHASE OF PCT
US	12/293761	15/03/2007	20100287657	0	0	PUBLICATION

BCS 07-2007	METHODS AND MEANS FOR PRODUCING GLYCOPROTEINS WITH ALTERED GLYCOSYLATION PATTERN IN HIGHER PLANTS					
	Application number	Application date	Publication number	Grant number	Grant date	Status
EP	07010060.7	21/05/2007	0	0	0	ABANDONMENT
US	60/939596	22/05/2007	0	0	0	ABANDONMENT
WO	PCT/EP08/004049	20/05/2008	08/141606	0	0	PUBLICATION
EP	08758656.6	20/05/2008	2152884	0	0	PUBLICATION
AU	2008253212	20/05/2008	0	0	0	NATIONAL PHASE OF PCT
CA	2687605	20/05/2008	0	0	0	NATIONAL PHASE OF PCT
US	12/601131	20/05/2008	20100154081	0	0	PUBLICATION

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BCS 09-2001	PRODUCTION OF MULTI-ANTENNARY N-GLYCAN STRUCTURES IN PLANTS					
	Application number	Application date	Publication number	Grant number	Grant date	Status
US	61/171594	22/04/2009	0	0	0	EXPIRED
EP	09005631.8	22/04/2009	0	0	0	ABANDONMENT
WO	PCT/EP10/002487	19/04/2010	10/121818	0	0	PUBLICATION

BCS 07-2013	METHOD TO PRODUCE MODIFIED PLANTS WITH ALTERED N-GLYCOSYLATION PATTERN					
	Application number	Application date	Publication number	Grant number	Grant date	Status
WO	PCT/EP07/008455	31/10/2007	09/056165	0	0	PUBLICATION
EP	07819488.3	31/10/2007	2205728	0	0	PUBLICATION
AU	2007380682	31/10/2007	0	0	0	NATIONAL PHASE OF PCT
CA	2704108	31/10/2007	0	0	0	NATIONAL PHASE OF PCT
US	12/740433	31/10/2007	20100242128	0	0	APPLICATION FILED

BCS 09-2003	NICOTIANA BENTHAMIANA PLANTS DEFICIENT IN XYLOSYLTRANSFERASE ACTIVITY					
	Application number	Application date	Publication number	Grant number	Grant date	Status
EP	09007817.1	15/06/2009	0	0	0	ABANDONMENT
US	61/187409	16/06/2009	0	0	0	EXPIRED
WO	PCT/EP10/003749	10/06/2010	10/145846	0	0	PUBLICATION

BCS 11-2011	PRODUCTION OF GALACTOSYLATED N-GLYCANS IN PLANTS					
	Application number	Application date	Publication number	Grant number	Grant date	Status
EP	11075181.5	01/08/2011				FILED
US	61/513107	29/07/11				FILED

BCS 11-2016	FUCOSYLTRANSFERASE KNOCK OUTS					
	Application number	Application date	Publication number	Grant number	Grant date	Status
EP	11075218.5	08/10/ 2011				FILED
US	61/542985	04/10/ 2011				FILED

Schedule 2.3(b) – Agreements

- License Agreement made effective as of January 12, 2010 between Bayer BioScience NV and Ghent University;
- Consortium Agreement made effective as of February 1, 2010 between Bayer BioScience NV and the University of Natural Resources and Applied Life Sciences, Vienna (through its Department of Applied Genetics and Cell Biology and Department of Chemistry);

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