

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3271816

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BASF SE	09/22/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BAYER CROPSCIENCE LP
<b>Street Address:</b>	2 T.W. ALEXANDER DRIVE
<b>City:</b>	RESEARCH TRIANGLE PARK
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27709
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14662179
<b>Application Number:</b>	14662192
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(916)661-3001
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	(916) 661-3454
<b>Email:</b>	michelle.samonek@bayer.com, adam.lunceford@bayer.com, ann.inglett@bayer.com
<b>Correspondent Name:</b>	MICHELLE L. SAMONEK
<b>Address Line 1:</b>	BAYER CROPSCIENCE LP
<b>Address Line 2:</b>	890 EMBARCADERO DRIVE
<b>Address Line 4:</b>	WEST SACRAMENTO, CALIFORNIA 95605
<b>ATTORNEY DOCKET NUMBER:</b>	211-US-CON, 211-US-CIP
<b>NAME OF SUBMITTER:</b>	MICHELLE L. SAMONEK
<b>SIGNATURE:</b>	/mls/
<b>DATE SIGNED:</b>	03/18/2015
<b>Total Attachments: 10</b>	
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source=Assignment Agreement from BASF to BCS#page10.tif

ASSIGNMENT REDACTED AGREEMENT

This Assignment REDACTED Agreement (hereinafter "**Agreement**") is by and between BASF SE, with a principal place of business at Carl-Bosch-Strasse 38, D-67056 Ludwigshafen, Germany ("**BASF**") and Bayer CropScience LP, with offices at 890 Embarcadero Drive, West Sacramento, California 95605, USA ("**BCS**"), hereinafter each referred to as "**Party**" or together referred to as "**Parties**." This Agreement shall be effective as of August 1<sup>st</sup>, 2014.

**Background**

REDACTED

On May 6 and May 8, 2009, BASF filed U.S. Provisional Patent Application Nos. 61/175,818 and 61/176,511, respectively, entitled "A Method for Increasing the Crop Yield of Agricultural Plants under Essentially Non-Existent Pathogen Pressure". On May 3, 2010, BASF filed International Application No. PCT/EP2010/055947, claiming priority to the foregoing U.S. provisional patent applications (the "**947 Application**").

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D. The Parties now wish to assign the patent applications and patents originating from the '279 Application, '867 Application REDACTED and '947 Application to BCS REDACTED

NOW, THEREFORE, in consideration of the above mutual interests, the Parties agree as follows:

**1. Definitions**

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- 1.5. **“Plant Health Applications”** will mean patent applications that claim priority to U.S. Provisional Patent Application Nos. 61/175,818 and 61/176,511, including the '947 Application and applications having entered national phase therefrom, which are listed in Exhibit A, and all patents resulting from said patent applications, and any subsequently filed continuation, divisional, renewal, reissues, extensions or substitutes of any of said patent applications.

REDACTED

2. BASF hereby assigns to BCS its entire right, title and interest in and to the Combo Applications, the Spray Program Applications, and the Plant Health Applications (collectively, the **“Patents and Patent Rights”**)

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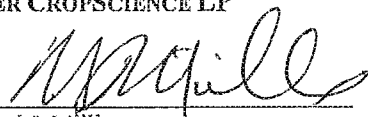
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10. **Term and Termination.** This Agreement shall expire on the expiration date of the last of the Patents and Patent Rights to expire. Expiration, however, shall not affect the provisions of Sections 9 (Secrecy) and 11 (Assignment) and shall not relieve BCS to make any outstanding payments due according to Section 3.
11. **Assignment.** Neither Party shall assign this Agreement or any part hereof or any interest herein to any third party (*i.e.*, any party other than an Affiliate of the referenced Party), without the written approval of the other Party; provided, however, that either Party may assign this Agreement without such consent in the case of a merger, consolidation, change in control or sale of all or substantially all of the assets (or of the assets related to the performance of this Agreement) of the Party seeking such assignment or transfer where such transaction relates to the business covered by this Agreement and the resulting entity assumes all of the obligations under this Agreement.
12. Should provisions of this Agreement be or become legally invalid, such invalidation shall not affect the validity of the remaining provisions of this Agreement. In place of the invalid provision, an appropriate provision shall apply which, as far as legally possible, most closely approximates the intention of the Parties.
13. The Parties acknowledge that this Agreement, together with any exhibits attached hereto, sets forth the entire agreement and understanding of the Parties as to the subject matter of this Agreement, and supersedes all prior and contemporaneous discussions, agreements and writings in respect to the subject matter of this Agreement, REDACTED  
REDACTED Amendments and additions to this Agreement, including this clause, shall only be valid if made in writing and duly signed by the Parties hereto.
- 14 This Agreement shall be governed by and construed according to the substantive laws of Germany without recourse to its conflict of laws rules.
15. This Agreement is executed in the English language in two execution copies, both regarded as originals.

IN WITNESS WHEREOF, the Parties by duly authorized representatives have executed this Agreement as of the dates set forth below, to be effective as of the date above.

BAYER CROPSCIENCE LP

By:   
Michael J. Miille  
Head of Strategic & Business Management

Date: September 25<sup>th</sup>, 2014

BASF SE

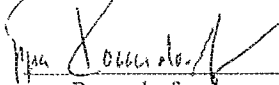
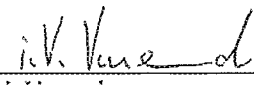
   
ppa Rosendorfer i.V. Vonend  
Vice President, Research & Senior Counsel  
Dev Functional Crop Care Global Intellectual Property  
Date: September 22<sup>nd</sup>, 2014



EXHIBIT A

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Plant Health Applications ('947 Application and Argentinean equivalent)

Country	Application No.	Patent No.	Law Firm	
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REDACTED

US	13/318613	pending	BRINKS, GILSON & LIONE	
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