# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
E.I. du Pont de Nemours and Company		02/03/2009	CORPORATION: DELAWARE	
Monsanto Company		02/03/2009	CORPORATION: DELAWARE	
Syngenta Corporation		02/03/2009	CORPORATION: DELAWARE	
BASF Plant Science LLC		02/03/2009	LIMITED LIABILITY COMPANY: DELAWARE	
Biotechnology Industry Organization		1102/03/2009	nonprofit corporation: DISTRICT OF COLUMBIA	
CropLife America		02/03/2009	CORPORATION: DELAWARE	
Dow AgroSciences, LLC		1102/03/2009	LIMITED LIABILITY COMPANY: DELAWARE	
Bayer CropScience LP		1102/03/2009	LIMITED PARTNERSHIP: DELAWARE	

# RECEIVING PARTY DATA

Name:	Council for Biotechnology Information
Also Known As:	AKA Council for Biotechnology Information, Inc.
Street Address:	1201 Maryland Avenue, SW, Suite 900
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20024
Entity Type:	nonprofit corporation: DISTRICT OF COLUMBIA

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	3094719	COUNCIL FOR BIOTECHNOLOGY INFORMATION	
Registration Number:	2950439	COUNCIL FOR BIOTECHNOLOGY INFORMATION	
Registration Number:	2833659	GOOD IDEAS ARE GROWING	
Registration Number:	2768779	WHYBIOTECH.COM	

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900131893

### **CORRESPONDENCE DATA**

Fax Number: (312)554-8015

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 554-8000

Email: bscrimenti@pattishall.com, kep@pattishall.com

Correspondent Name: Belinda J. Scrimenti

Address Line 1: 311 S. Wacker Drive - Suite 5000
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	1038-000-00009
NAME OF SUBMITTER:	Belinda J. Scrimenti
Signature:	/Belinda J. Scrimenti/
Date:	04/16/2009

#### **Total Attachments: 13**

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TRADEMARK REEL: 003971 FRAME: 0388

## **EXTRACT**

**OF** 

## ASSIGNMENT AND ASSUMPTION AGREEMENT

## BY AND BETWEEN

COUNCIL FOR BIOTECHNOLOGY INFORMATION, INC., BASF PLANT SCIENCE LLC; BAYER CROPSCIENCE LP; BIOTECHNOLOGY INDUSTRY ORGANIZATION; CROPLIFE AMERICA; DOW AGROSCIENCES, LLC; E.I. DU PONT DE NEMOURS AND COMPANY; MONSANTO COMPANY; and SYNGENTA;

AND EFFECTIVE AS OF JANUARY 1, 2009

TRADEMARK REEL: 003971 FRAME: 0389

# ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made effective for all purposes and in all respects as of the 1st day of January, 2009 (the "Effective Date"), by and among COUNCIL FOR BIOTECHNOLOGY INFORMATION, INC., a District of Columbia nonprofit corporation ("New CBI"); BASF PLANT SCIENCE LLC, a Delaware limited liability company ("BASF"); BAYER CROPSCIENCE LP, a Delaware limited partnership ("Bayer"); BIOTECHNOLOGY INDUSTRY ORGANIZATION, a District of Columbia nonprofit corporation ("BIO"); CROPLIFE AMERICA, a Delaware corporation ("CropLife"); DOW AGROSCIENCES, LLC, a Delaware limited liability company ("Dow"); E.I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation ("DuPont"); MONSANTO COMPANY, a Delaware corporation ("Monsanto"); and SYNGENTA CORPORATION, a Delaware corporation ("Syngenta") (BASF, Bayer, BIO, CropLife, Dow, DuPont, Monsanto, and Syngenta are collectively referred to as the "Members") (each, a "Party" and collectively, the "Parties").

WHEREAS, certain of the Members heretofore formed Council for Biotechnology Information, a Delaware limited liability company ("CBI"), to educate the public about the benefits of biotechnology by conducting communications and outreach initiatives in the United States, Canada and Mexico (the "CBI Program");

WHEREAS, the Members, being all of the current members of CBI, have determined that it is in their and CBI's best interests to terminate CBI and transfer the CBI Program to New CBI;

WHEREAS, in order to effectuate the foregoing, the Members have separately agreed to dissolve CB I and cause all of CBI's assets (the "Assets") and all of CBI's liabilities (the "Liabilities") to be distributed pro-rata to the Members in complete liquidation of CBI (the "Liquidating Transfer");

WHEREAS, immediately following the Liquidating Transfer, the Members desire to assign to New CBI certain of the Assets ("Transferred Assets"), subject to the assumption by New CBI of certain of the Liabilities ("Assumed Liabilities") in accordance with the terms of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to reflect their mutual understandings with respect to all of the foregoing and any other matters contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending legally and equitably to be bound, agree as follows:

1. <u>Recitals</u>. The foregoing recitals are hereby incorporated by reference and made a substantive part of this Agreement.

TRADEMARK REEL: 003971 FRAME: 0390 2. <u>Contribution and Assignment of Transferred Assets.</u> Subject to the terms and conditions of this Agreement and in order to induce New CBI to accept the obligations contained in this Agreement, immediately following the Liquidating Transfer, each of the Members hereby agrees to, and does hereby, contribute, transfer, assign, convey and deliver to New CBI, its successors and assigns, to have and to hold for New CBI's exclusive benefit forever, all of such Member's right, title and interest in and to the Transferred Assets free and clear of all liens and encumbrances other than the Assumed Liabilities. The Transferred Assets shall consist of all of the assets, property, contracts and rights, whether tangible and intangible, including any intellectual property, used by CBI in the conduct of the CBI Program, which are set forth in Exhibit A attached to this Agreement. New CBI agrees to, and does hereby, accept such assignment.

3.

4.

5.

6.

7.

Each of the Parties have entered into this Agreement as of the dates set forth below: **NEW CBI:** COUNCIL FOR BIOTECHNOLOGY INFORMATION, INC. **Executive Director** MEMBERS: BASF PLANT SCIENCE LLC By: REINER EMRICH Executive Vice President, BASF Plant Science Holding GmbH, its sole member BAYER CROPSCIENCE LP By: \_ KARIN DORGELOH Public & Government Affairs, BioScience BIOTECHNOLOGY INDUSTRY ORGANIZATION

[signatures continue on following page]

JAMES C. GREENWOOD

President and CEO

Date: 1-29-09

Each of the Parties have entered into this Agreement as of the dates set forth below:

NEW CBI:	TON DIG
By: SHARON BOMER LAURITSEN Executive Director	Date:
MEMBERS:  BASF PLANT SCIENCE LLC  By:  REINER EMRICH Executive Vice President, BASF Plant Science Company GmbH	Date: <u>79-01-09</u>
BAYER CROPSCIENCE LP  By: KARIN DORGELOH Public & Government Affairs, BioScience	Date:
BIOTECHNOLOGY INDUSTRY ORGANIZATE  By:  JAMES C. GREENWOOD  President and CEO	ION  Date:

[signatures continue on following page]

Each of the Parties have entered into this Agreement as of the dates set forth below:

NEW CBI:	
COUNCIL FOR BIOTECHNOLOGY INFORMA	ATION, INC.
By:SHARON BOMER LAURITSEN Executive Director	Date:
MEMBERS: BASF PLANT SCIENCE LLC	
By:	Date:e member
BAYER CROPSCIENCE LP  By:   KARIN DORGELOH  Public & Government Affairs, BioScience	Date: <u>01/86/09</u>
BIOTECHNOLOGY INDUSTRY ORGANIZA	TION
By: JAMES C. GREENWOOD President and CEO	Date:

[signatures continue on following page]

CROPLIFE AMERICA	
By: My Ngw JAY VROOM President and CEO	Date: 02/03/09
DOW AGROSCIENCES, LLC	
By:BRAD SHURDUT Director, Global Government and Regulator	Date:
Biotechnology and New Ventures	
E.I. DU PONT DE NEMOURS AND COMPA	ΝΫ́
By:  JEFFREY D. ROWE  Pioneer Vice President, Biotech Affairs  DuPont Ag & Nutrition	Date:
MONSANTO COMPANY	
By: GERALD A. STEINER Executive Vice President	Date:
SYNGENTA CORPORATION	
By:ANNE BURT	Date:

c	Date:
JAY VROOM President and CEO	
OW AGROSCIENCES, LLC	
BRAD SHURDUT  Director, Global Government and Regulato  Biotechnology and New Ventures	Date: <u>1/27/09</u> ry Affairs –
I. DU PONT DE NEMOURS AND COMPA	NY
y:	Date:
ONSANTO COMPANY	
y: GERALD A. STEINER Executive Vice President	Date:
YNGENTA CORPORATION	
By: ANNE BURT	Date:

# Ву: \_\_\_\_\_ Date: JAY VROOM President and CEO DOW AGROSCIENCES, LLC By: \_\_\_\_\_ Date: \_\_\_\_\_ **BRAD SHURDUT** Director, Global Government and Regulatory Affairs -Biotechnology and New Ventures E.I. DU PONT DE NEMOURS AND COMPANY Date: 1/25/09 By: JEFFREY B. ROWE Pioneer Vice President, Biotech Affairs DuPont Ag & Nutrition MONSANTO COMPANY By: \_\_\_\_\_ Date: \_\_\_\_\_ GERALD A. STEINER Executive Vice President SYNGENTA CORPORATION Date: \_\_\_\_\_ By: \_

CROPLIFE AMERICA

ANNE BURT

# Date: \_\_\_\_\_ By: \_\_\_\_ JAY VROOM President and CEO DOW AGROSCIENCES, LLC Date: \_\_\_\_\_ By: \_ BRAD SHURDUT Director, Global Government and Regulatory Affairs -Biotechnology and New Ventures E.I. DU PONT DE NEMOURS AND COMPANY Date: By: \_ JEFFREY D. ROWE Pioneer Vice President, Biotech Affairs DuPont Ag & Nutrition MONSANTO COMPANY Date: //31/06 Executive Vice President SYNGENTA CORPORATION By: \_\_\_\_\_ Date: \_\_\_\_\_

CROPLIFE AMERICA

ANNE BURT

CROPLIFE AMERICA	
By: JAY VROOM President and CEO	Date:
DOW AGROSCIENCES, LLC	
By:	Date:
E.I. DU PONT DE NEMOURS AND COMPA	NY
By:  JEFFREY D. ROWE  Pioneer Vice President, Biotech Affairs DuPont Ag & Nutrition	Date:
MONSANTO COMPANY	
By: GERALD A. STEINER Executive Vice President	Date:
SYNGENTA CORPORATION	
By: MU FOWT	Date: 28 Jan 09

#### Exhibit A

## Transferred Assets

# Intellectual Property

Any and all intellectual property and intangible assets used by CBI in the conduct of its business and/or the CBI Program, including, without limitation, all rights, title and interest in and to the name "Council for Biotechnology Information" or "CBI", and any goodwill associated with such name, as well as all logos and other trademarks (and associated goodwill), including those that are set forth in the table below, and any copyrights, trade secrets, website(s), software, documents, data, member lists, materials, and all rights, title and interest in and to CBI's domain names, which are set forth in the table below.

Domain Names Registrant

Mark	App. No./ Reg. No.	App. Date/ Reg. Date	Class/Goods	Status/Next Action
COUNCIL FOR BIOTECHNOLOGY INFORMATION	76/619106 3094719	Filed: 11/03/2004 Registered: 05/23/2006	Class 41: Educational services, namely dissemination of educational materials of others in the field of agricultural and food biotechnology	Registered 8&15 due: 05/23/2012 Renewal due: 05/23/2016
COUNCIL FOR BIOTECHNOLOGY INFORMATION Supplemental Register	76/367668 2950439	Filed: 02/07/2002 Registered: 05/10/2005	Class 41: Educational services, namely dissemination of educational materials of others in the field of agricultural and food biotechnology	Registered 8 due: 05/10/2011 Renewal due: 05/10/2015
good ideas are growing	76/367669 2833659	Filed: 02/07/2002 Registered: 04/20/2004	Class 41: Dissemination of educational materials of others in the field of agricultural and food biotechnology	Registered 8&15 due: 04/20/2010 Renewal due: 04/20/2014
<b>WHYBIOTECH.COM</b>	76/367667 2768779	Filed: 02/07/2002 Registered: 09/30/2003	Class 41: On-line publication via a website of educational research and information in the field of agricultural and food biotechnology	Registered 8&15 due: 09/30/2009 Renewal due: 09/30/2013