

MRD 5-28-98 RE

06-11-1998

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To the Honorable Commissioner of

100734567

attached original documents or copy thereof.

1. Name of conveying party(ies):

Brooks M. Whitehurst  
Garnett B. Whitehurst

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

2. Name and address of receiving party(ies)

Name: Whitehurst Associates, Inc.

Internal Address:

Street Address: 1983 Hoods Creek Dr

City: New Bern State: NC ZIP: 28562

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: William J. Mason, Esq.

Internal Address:

Street Address: Rhodes, Coats & Bennett  
201 N. Front St., Suite 604 L.I.P.

City: Wilmington State: NC ZIP: 28401

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William J. Mason, Esq.

Name of Person Signing

*William J. Mason*  
Signature

5/28/98  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 9221 FRAME: 0651

ASSIGNMENT

This Assignment made by us, BROOKS M. WHITEHURST and GARNETT B. WHITEHURST, hereinafter referred to as assignors, citizens of the United States of America, residing at 1983 Hoods Creek Drive, New Bern, County of Craven, State of North Carolina and 1983 Hoods Creek Drive, New Bern, County of Craven, State of North Carolina.

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in PHOSPHATE COATED UREA for which we are about to make application for Letters Patent of the United States, and for which we have executed a declaration on the 28<sup>th</sup> day of May, 1998.

WHEREAS, Whitehurst Associates, Inc., a corporation duly organized and existing under the laws of the State of North Carolina and having a principal place of business in 1983 Hoods Creek Drive, New Bern, County of Craven, State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed by us concurrently herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behoof, and the use and behoof of its successors and assigns, to the full end of the term for which said

Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

We hereby request the Honorable Commissioner of Patents and Trademarks to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, its successors,

assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this the 28<sup>th</sup> day of,  
May, 1998.

Brooks M Whitehurst  
Brooks M. Whitehurst

Garnett B Whitehurst  
Garnett B. Whitehurst