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08-04-1998



U.S. DEPARTMENT OF COMMERCE **IEET** Patent and Trademark Office

To the Honorable Commissioner of Pat

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d original documents or copy thereof.

1. Name of conveying party(ies):

Kevin Q. OWEN, James L. NELSSEN, Robert D. GOODBAND, Michael D. TOKACH, and Robert E.

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Additional name(s) of conveying party(ies) attached by

[x] No

3. Nature of conveyance:

[x] Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: April 22, 1998

2. Name and address of receiving party(ies):

Name: Kansas State University Research Foundation

Internal Address:

5-18-98

Street Address: 1500 Haves Drive

City: Manhattan State: KSZip: 66502-5068

Additional name(s) & address(es) attached? [] Yes

[x] No

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)

08/984,080

B. Patent No.(s)

Additional numbers attached? [] Yes [x] No

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

Name: Darby & Darby P.C.

Internal Address:

Street Address: 805 Third Avenue, 27th Floor

City: New York State: New York Zip: 10022-7513

6. Total number of applications and patents involved:

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

[x] Enclosed

[x] Authorized to be charged to deposit account

8. Deposit account number:

04-0100

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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.

Nada Jain Name of Person Signing

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

ASSIGNMENT

James L. Nelssen, a citizen of the United States; residing at 7234 Tuttle Creek Blvd., Manhattan, KS 66503;

Robert D. Goodband, a citizen of the United States; residing at 7661 Fairview Church Road, Manhattan, KS 66503:

Michael D. Tokach, a citizen of the United States; residing at 1221 2600 Ave., Abilene, KS 67410;

Kevin Q. Owen, a citizen of the United States; residing at 3325 Effingham, Manhattan, KS 66503; and

Robert E. Musser, a citizen of the United States; residing at 707 Pine Street, Wamego, KS 66547;

hereinbelow called "Assignors", have made a certain invention, jointly with Stephen A. Blum and Rene A. Blum, in

CARNITINE SUPPLEMENTED DIETS FOR GESTATING AND LACTATING SWINE

described in the application filed in the U.S. Patent and Trademark Office on 12/03/97, under Serial No. 08/984,080; and

WHEREAS, KANSAS STATE UNIVERSITY RESEARCH FOUNDATION, a corporation organized and existing under and by virtue of the laws of Kansas, and having offices and doing business at 1500 Hayes Drive, Manhattan, KS 66502-5068 and elsewhere, hereinbelow called "Assignee", is desirous of securing the right, title and interest in and to the said invention;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the said Assignee, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, the said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, our entire right, title and interest throughout the world in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by us had this sale and assignment not been made.

PATENT REEL: 9352 FRAME: 0169 For the consideration aforesaid, we hereby covenant and agree to and with the said Assignee, its successors and assigns, that, whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with said application or invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, we will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors, and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense;

AND the Commissioner of Patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

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, and assigns, or the nominees of any of them, 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 applications; and we hereby authorize and empower said Assignee and 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 successors, assigns or nominees, in any or 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, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to said Assignee, its successors, assigns or nominees, but at its or their expense.

> PATENT REEL: 9352 FRAME: 0170

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: $\frac{4/22/98}{}$

JAMES L. NELSSEN, Inventor

Dated: 4/23/98

ROBERT D. GOODBAND, Inventor

Dated: 4/22/98

MICHAEL D. TOKACH, Inventor

Dated: 7/22/98

KEVIN Q. OWEN, Inventor

Dated: $\frac{4/22}{98}$

ROBERT E. MUSSER, Inventor

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