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09-29-1999

U.S. Department of Commerce
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PATENT



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528-227-1110-10

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

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Correction of PTO Error
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Conveyance Type

Assignment Security Agreement

License Change of Name **08970065**

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

August 24, 1999

Name (line 1) Kevin Spittle

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1) Fiber Products Company, L.L.C.

Name (line 2)

Address (line 1) 60 Davy Crockett Park Road

Address (line 2)

Address (line 3) Limestone TN 37681
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

09/28/1999 DNGUYEN 00000186 08970065
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 010264 FRAME: 0818

Correspondent Name and Address

Area Code and Telephone Number

(312) 715-4544

Name John E. Hyatt

Address (line 1) Altheimer & Gray

Address (line 2) 10 S. Wacker Drive - Suite 4000

Address (line 3) Chicago, IL 60601

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Numbers

Patent Number(s)

08/970,065

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

011,156

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

John E. Hyatt
Name of Person Signing

Signature

September 22, 1999
Date

**ASSIGNMENT OF UNITED STATES
PENDING PATENT APPLICATION**

WHEREAS, I, Kevin Spittle, residing at 7934 Ravenwood Lane, Stanley, North Carolina 28164 ("ASSIGNOR"), am the owner of a certain pending United States patent application identified in Exhibit A attached hereto and by this reference incorporated herein (the "Application"), and any proprietary formulation, manufacturing method, know-how and trade secret owned by Assignor or used in the operation of the Business;

WHEREAS, ASSIGNOR desires to assign to Fiber Products Company, L.L.C., a limited liability company organized and existing under the laws of the State of Tennessee ("ASSIGNEE"), ASSIGNOR's entire rights, title and interests in and to the Application; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Application to ASSIGNEE, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer to ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Application, and the inventions disclosed and claimed therein, and any continuations, continuations-in part and/or any divisional applications thereof (said applications to be included within the meaning of the term Application, as used herein) and any patents which may be granted on the Application, or any of them ("Future Patents"), and any reissue applications pertaining to any of the Future Patents, and any reissued Future Patents granted on such reissue applications, and any re-examinations of any of the Future Patents, and any proprietary formulation, manufacturing method, know-how and trade secret owned by Assignor or used in the operation of the Business the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and legal representatives, to the end of the terms for which the Future Patents are or may be granted or reissued. The foregoing assignment includes any and all causes of action and claims for damages by reason of infringement of the Future Patents, or any of them, together with the right to sue for and collect the same for ASSIGNEE's own use, benefit and enjoyment, and for the use, benefit and enjoyment of its successors, assigns and legal representatives.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Patents and Applications, and the inventions disclosed and claimed therein in the United States.

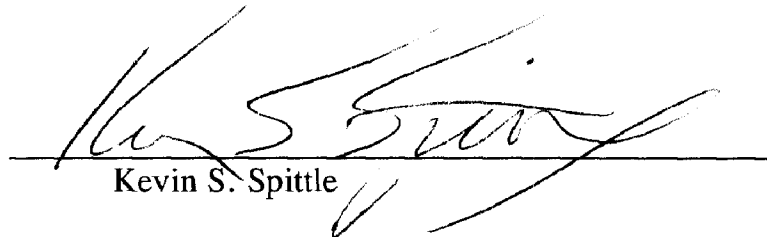
ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Future Patents and Application, and the inventions disclosed and claimed therein, is duly made of record in the United States.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

Kevin S. Spittle

Dated: August 24, 1999

By:


Kevin S. Spittle

SCHEDULE A

Pending United States Patent Application

Inventor	Title	Owner	Filing Date	Appl. No.
Spittle et al.	Mulch Flakes	Kevin Spittle	11/13/97	08/970,065

State of IL)
) SS
County of Cook)

On this 24 day of August, 1999, before me, Gail Sroufek,
the undersigned Notary Public, personally appeared Kevin S. Spittle
 personally known to me OR
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Gail Sroufek
Notary's Signature

