NOV 1 3 2000	12-12-2000 101547128 <u>S and Trademarks</u> :
1.	Name of Conveying Party(ies): Harrell L. Walker and Antheny M. Tilley
	Additional name(s) of conveying party(ies) attached?
2.	Name and Address of Receiving Party(ies):
	Name: Louisiana Tech University Foundation, Inc.
	Internal Address: P.O. Box 3183 Tech Station
	Fuston, Louisiana 71272
	<u>Street Address:</u>
	Additional name(s) & address(es) attached?yes χno
3.	Nature of Conveyance:
	X Assignment
	Security Agreement
	Merger
	Change of Name
	Other
	Execution Date: September 12, 2000
4.	Application Number(s) or Patent Number(s):
appl	If this document is being filed together with a new .ication, the execution date of the application is:
	A. Patent Application No.(s):

B. Patent No.(s) 5,747,029, 5,952,264 and 5,635,444

1

Additional Numbers Attached? ____ yes \underline{X} no

,

Name and Address of Party To Whom Correspondence Concerning 5. Document Should Be Mailed:

Name: John M. Harrison Internal Address: 2139 East Bert Kouns Shreveport, LA. 71105 Street Address: 2139 East Bert Kouns Shreveport, LA. 71105

6. Total Number of Applications and Patents Involved: 3

Total Fee (37CFR 3.41) \$120.00 7.

X Enclosed

Authorized to be changed to deposit account

8. Deposit account number:

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

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Statement and Signature. 9. 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.

John M. Harrison Name of Person Signing

John M. Kangan Signature

Yhr 8, 2008_____

Total No. of Pages Comprising Cover Sheet: 2

<u>ASSIGNMENT</u>

WHEREAS, we, Harrell L. Walker, residing at 1171 Highway 3072, Ruston, Louisiana 71270, and Anthony M. Tilley, residing at 5738 Jefferson Paige Road, Shreveport, Louisiana 71119 (ASSIGNORS), are the inventors of an invention or improvement entitled "Control of Weeds With A Fungal Pathogen Derived from M Verrucaria" for which we have executed an application for Letters Patent of the United States of America, Serial No. 512,093, filed August 7, 1995, now issued as Letters Patent No. 5,747,029; and

WHEREAS, Louisiana Tech University Foundation, Inc.(ASSIGNEE), a non-profit organization as defined under 37 C.F.R. § 1.9(e)(2), organized and existing under the laws of the State of Louisiana, having its principal office and place of business in the city of Ruston, State of Louisiana, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application and Letters Patent No. 5,747,029 in the United States of America and in any and all countries foreign thereto, pursuant to the assignment obligations of Harrell L. Walker and Anthony M. Tilley in the patent policy provisions of the Louisiana Tech University Intellectual Property Policy;

NOW, THEREFORE, for and in consideration of, and in accordance with the assignment obligations and revenue provisions and other provisions set forth in the Louisiana Tech University Intellectual Property Policy, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other valuable consideration, we have sold. assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Louisiana Tech University Foundation, Inc., its successors, legal representatives, and assigns, the entire right, title and interest in, to and under the said invention, and the said application and said Letters Patent No. 5,747,029 and all provisional, divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States of America, and all extensions. renewals, reexaminations and reissues thereof, and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Pate it for said invention to the said Louisiana Tech University Foundation, Inc., its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenard that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

AND WE HEREBY jointly and severally covenant and agree that we will, at reasonable

times upon the request and at the expense of ASSIGNEE, do all lawful acts to enable and assist ASSIGNEE to (a) maintain said letters patent in full force and effect and to obtain any other letters patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in ASSIGNEE, its successors and assigns, to said invention, application and letters patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said letters patent against any and all infringers and perform such other acts as necessary to give full force and effect to this assignment, all in accordance with the provisions and intent of the Louisiana Tech University Intellectual Property Policy.

	IN TESTIMONY	WHEREOF, I	hereunto se	et my hand th	nis <u>12</u>	day of	Sept.	2000	
2000.							•		

ASSIGNOR: Harrell I. Walke

STATE OF LOUISIANA PARISH OF LINCOLN

I, <u>Some G</u> <u>WALLACE</u>, a Notary Public in and for the Parish and State aforesaid. do hereby certify that Harrell L. Walker, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this $\frac{12^{77}}{12}$ day of <u>Septemger</u>, 2000.

NOTARY PUBLIC

IN TESTIMONY WHEREOF, I hereunto set my hand this <u>25</u> day of <u>fuly</u> 2000.

ASSIGNOR: <u>Anthony M. Jilley</u>

STATE OF LOUISIANA PARISH OF CADDO

I, <u>Kachel (Twner</u>, a Notary Public in and for the Parish and State aforesaid, do hereby certify that Anthony M. Tilley personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this $\underline{25}$ day of $\underline{349}$, 2000.

) PARISH, LOUISIANA WMISSION IS FOR LIFE

<u>ASSIGNMENT</u>

WHEREAS, we, Harrell L. Walker. residing at 1171 Highway 3072, Ruston, Louisiana 71270, and Anthony M. Tilley, residing at 5738 Jefferson Paige Road, Shreveport, Louisiana 71119 (ASSIGNORS), are the inventors of an invention or improvement entitled "Control of Crabgrass With A Fungal Pathogen" for which we have executed an application for Letters Patent of the United States of America, Serial No. 08/867,711, filed June 2, 1997, now issued as Letters Patent No. 5,952,264; and

WHEREAS, Louisiana Tech University Foundation, Inc.(ASSIGNEE), a non-profit organization as defined under 37 C.F.R. § 1.9(e)(2), organized and existing under the laws of the State of Louisiana, having its principal office and place of business in the city of Ruston, State of Louisiana, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application and Letters Patent No. 5,952,264 in the United States of America and in any and all countries foreign thereto, pursuant to the assignment obligations of Harrell L. Walker and Anthony M. Tilley in the patent policy provisions of the Louisiana Tech University Intellectual Property Policy;

NOW, THEREFORE, for and in consideration of, and in accordance with the assignment obligations and revenue provisions and other provisions set forth in the Louisiana Tech University Intellectual Property Policy, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other valuable consideration, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Louisiana Tech University Foundation, Inc., its successors, legal representatives, and assigns, the entire right, title and interest in, to and under the said invention, and the said application and said Letters Patent No. 5,952,264 and all provisional, divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States of America, and all extensions. renewals, reexaminations and reissues thereof, and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Louisiana Tech University Foundation, Inc., its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

AND WE HEREBY jointly and severally covenant and agree that we will, at reasonable

times upon the request and at the expense of ASSIGNEE, do all lawful acts to enable and assist ASSIGNEE to (a) maintain said letters patent in full force and effect and to obtain any other letters patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in ASSIGNEE, its successors and assigns, to said invention, application and letters patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said letters patent against any and all infringers and perform such other acts as necessary to give full force and effect to this assignment, all in accordance with the provisions and intent of the Louisiana Tech University Intellectual Property Policy.

IN TESTIMONY WHEREOF, I hereunto set my hand this <u>12</u> day of <u>Sept. 2000</u>, 2000.

ASSIGNOR: Harrell L. Walker

STATE OF LOUISIANA PARISH OF LINCOLN

I, <u>SAMULE</u> G. <u>WALLE</u>, a Notary Public in and for the Parish and State aforesaid, do hereby certify that Harrell L. Walker, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this $\frac{12^{T'}}{12}$ day of <u>september</u>, 2000.

NOTARY PUBLIC

IN TESTIMONY WHEREOF, I hereunto set my hand this <u>25</u> day of <u>fuly</u> 2000.

ASSIGNOR: <u>Anthony M. Jilley</u>

STATE OF LOUISIANA PARISH OF LINCOLN

I, <u>Kickel</u> Y <u>Turker</u>, a Notary Public in and for the Parish and State aforesaid, do hereby certify that Anthony M. Tilley personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this <u>25</u> day of <u>July</u>, 2000.

Kachel

<u>ASSIGNMENT</u>

WHEREAS, we, Harrell L. Walker, residing at 1171 Highway 3072, Ruston, Louisiana 71270, and Anthony M. Tilley, residing at 5738 Jefferson Paige Road, Shreveport, Louisiana 71119 (ASSIGNORS), are the invertors of an invention or improvement entitled "Control of Crabgrass With A Fungal Pathogen" for which we have executed an application for Letters Patent of the United States of America, Serial No. 234,264, filed April 28, 1994, now issued as Letters Patent No. 5,635,444; and

WHEREAS, Louisiana Tech University Foundation, Inc.(ASSIGNEE), a non-profit organization as defined under 37 C.F.R. § 1.9(e)(2), organized and existing under the laws of the State of Louisiana, having its principal office and place of business in the city of Ruston, State of Louisiana, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application and Letters Patent No. 5,635,444 in the United States of America and in any and all countries foreign thereto, pursuant to the assignment obligations of Harrell L. Walker and Anthony M. Tilley in the patent policy provisions of the Louisiana Tech University Intellectual Property Policy;

NOW, THEREFORE, for and in consideration of, and in accordance with the assignment obligations and revenue provisions and other provisions set forth in the Louisiana Tech University Intellectual Property Policy, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other valuable consideration, we have sold. assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Louisiana Tech University Foundation, Inc., its successors, legal representatives, and assigns, the entire right, title and interest in, to and under the said invention, and the said application and said Letters Patent No. 5,635,444 and all provisional, divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States of America, and all extensions. renewals, reexaminations and reissues thereof, and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Louisiana Tech University Foundation, Inc., its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenart that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

AND WE HEREBY jointly and severally covenant and agree that we will, at reasonable

times upon the request and at the expense of ASSIGNEE, do all lawful acts to enable and assist ASSIGNEE to (a) maintain said letters patent in full force and effect and to obtain any other letters patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in ASSIGNEE, its successors and assigns, to said invention, application and letters patent. including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said letters patent against any and all infringers and perform such other acts as necessary to give full force and effect to this assignment, all in accordance with the provisions and intent of the Louisiana Tech University Intellectual Property Policy.

IN TESTIMONY WHEREOF, I hereunto set my hand this 12 day of 2000.

ASSIGNOR: Harrell L. Walker

STATE OF LOUISIANA PARISH OF LINCOLN

I, SAMUEL G. WALLACK, a Notary Public in and for the Parish and State aforesaid. do hereby certify that Harrell L. Walker, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 12^{-12} day of Suprembre, 2000.

NOTARY PUBLIC

IN TESTIMONY WHEREOF, I hereunto set my hand this <u>25</u> day of <u>fuly</u>, ASSIGNOR: <u>Assignment Mathematical Actions</u> <u>Assignment Mathematical</u> 2000.

STATE OF LOUISIANA PARISH OF CADDO

I. Rachel Y Turner, a Notary Public in and for the Parish and State aforesaid, do hereby certify that Anthony M. Tilley personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this $\underline{25}$ day of \underline{July} , 2000.

Rachel y Surner

RECORDED: 11/13/2000