

07-30-2001

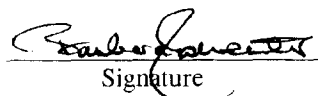
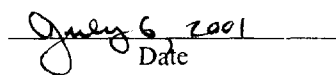
PATENT
BOX ASSIGNMENT

Attorney Docket No. SUGR.011.01US

101791567

RECORDATION FORM COVER SHEET - PATENTS ONLY

MRD
7-13-01

1. Name of conveying parties: SUMMUS GROUP, LLC 7-13-01	2. Name and address of receiving party(ies): THE BANKS GROUP, LLC 180 Grand Avenue, Ste. #1545 Oakland, CA 94612 Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment of Patent Rights <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: June 28, 2001	
4. Application number(s) or patent numbers: If this document is being filed with a new application, the execution date of the application is: A. Patent Application No.: 09/302,051 B. Patent No.(s): 6,090,752 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom all correspondence concerning document should be mailed: Barbara Rae-Venter, Ph.D. Rae-Venter Law Group, P.C. P.O. Box 60039 Palo Alto, CA 94306	6. Total number of applications/patents involved: One 7. Total fee (37 CFR 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge deposit account 18-0020. 8. <input checked="" type="checkbox"/> Please apply any additional charges, or any credits, to our Deposit Account No. 18-0020. A duplicate copy of this cover sheet is attached.
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. Barbara Rae-Venter, Ph.D. Name of Person Signing Reg. No. 32,750 <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  Signature </div> <div style="text-align: center;">  Date </div> </div> <input checked="" type="checkbox"/> Total number of pages comprising cover sheet, attachments and document: 3	

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PATENT
REEL: 012002 FRAME: 0522

ASSIGNMENT OF PATENT RIGHTS

SUMMUS GROUP, LLC, a corporation organized and existing under the laws of California, having a place of business at 180 Grand Avenue, Suite #1545, Oakland, CA 94612, (hereinafter called "Assignor"), hereby assigns certain rights to ^{The Banks} ~~Bank~~ Group, LLC., a corporation organized and existing under the laws of California, having a place of business 180 Grand Avenue, Suite #1545, Oakland, CA 94612 (hereinafter called the "Assignee"):

WHEREAS Assignor is the owner of the following Letters Patents:

PATENT(S):

Patent Application Serial No.:09/302,051

Filed: April 29, 1999

Now USPN 6,090,752

Issued: July 18, 2000

TITLE: Herbicide Compositions

AND WHEREAS Assignor has agreed with Assignee for the transfer to it of the whole right, title and interest in and to said Letters Patent, and inventions therein,

NOW THIS ASSIGNMENT WITNESSETH that in pursuance of said agreement and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor, as beneficial owner, hereby assigns and transfers to Assignee said inventions and said Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues or extensions of said Letters Patent, and all rights under International Convention for the Protection of Industrial Property, and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of said Letters Patent, and the payment of any and all maintenance fees, taxes, and the like, TO HOLD the same unto and to the use of Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said Letters Patent were granted and during any such terms, and for any and all rights extending from said applications and reissues.

ASSIGNOR hereby covenants that Assignor has full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreement inconsistent with this Assignment or to the detriment of the applications, and inventions being assigned hereby.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns, that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or that any division, continuation or continuation-in-part of any Letters Patent, to be obtained therein, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

Executed at Orl, this 28th day of June, 2001.
(date) (month)

Assignor SUMMUS GROUP, LLC
By: [Signature]
Printed Name: Jeffrey G. Banks
Printed Title: CHAIRMAN