

04-23-2002



U.S. Department of Commerce
Patent and Trademark Office

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-011 (exp. 4/94)

102064411

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies): **4-11-02**
K. Scott McKenzie Date March 5, 2002
Anthony Giletto Date March 26, 2002
G. Duncan Hitchens Date March 26, 2002
Additional name(s) of conveying party(ies) attached? ___ Yes X No

2. Name and address of receiving party(ies):
Name: Lynntech, Inc.
Internal Address:
Street Address: 7610 Eastmark Drive, Suite 105
City: College Station State: TX Zip: 77840
Additional name(s) & address(es) attached? ___ Yes X No

3. Nature of conveyance:
X Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Other
Execution Date: March 26, 2002

4. Application number(s) or registration 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) : 09/981,669 Filed October 17, 2001
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: Jeffrey L. Streets
Registration No. 37,453
Internal Address STREETS & STEELE
Street Address: 13831 Northwest Freeway, Suite 355
City: Houston State: TX Zip: 77040
Country: UNITED STATES

6. Total number of applications and patents involved: 1
7. Total fee (37 C.F.R. 3.41)----- \$ 40.00
___ Enclosed
X Authorized to be charged to deposit account
50-0714
8. Deposit account number: 50-0714/LYNN/0106.A
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
Jeffrey L. Streets Jeffrey L. Streets 3-28-2002
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments and document: 6

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

04/22/2002 6TON11 00000105 500714 09981669
01 FC:581 40.00 CH

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses
of Inventors:

- 1) K. Scott McKenzie
706 Garden Acres
Bryan, Texas 77802

- 2) Anthony Giletto
403 Princeton
College Station, Texas 77840

- 3) G. Duncan Hitchens
4611 Harrow Court
Bryan, Texas 77802

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**“CONTROL OF MICROBIAL POPULATIONS IN THE
GASTROINTESTINAL TRACT OF ANIMALS”**

for which application for Letters Patent in the United States was filed on October 17,
2001, under U.S. Serial No. 09/981,669; and

WHEREAS, Lynntech, Inc., a corporation of the State of Texas, having a place of business at 1701 Rock Prairie Road College Station, Texas 77845 (hereinafter referred to as Assignee), desires to acquire the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

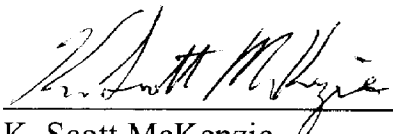
1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

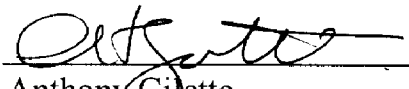
2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

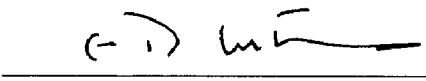
3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) March 5, 2002 
K. Scott McKenzie

2) March 26, 2002 
Anthony Giletto

3) March 26, 2002 
G. Duncan Hitchens

STATE OF TEXAS

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COUNTY OF BRAZOS

BEFORE ME, the undersigned notary public, personally appeared, K. SCOTT MCKENZIE, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this 5th day of March, 2002.

Notary Public in and for
the State of Texas

My Commission Expires:



Printed or stamped name of notary.

STATE OF TEXAS

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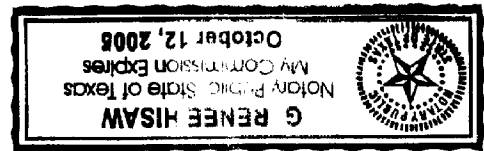
COUNTY OF BRAZOS

BEFORE ME, the undersigned notary public, personally appeared, ANTHONY GILETTO, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this 26th day of March, 2002.

Notary Public in and for
the State of Texas

My Commission Expires:



Printed or stamped name of notary.

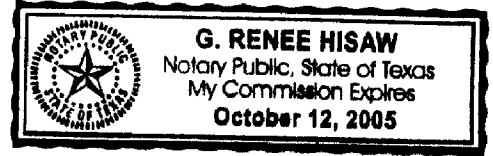
STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned notary public, personally appeared, G. DUNCAN HITCHENS, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this 26th day of March, 2002.

Notary Public in and for
the State of Texas
My Commission Expires:



Printed or stamped name of notary.