

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Name and Address
of Inventor:

- 1) Dr. Carl. E. Whitcomb
2104 North Cottonwood Road
Stillwater, OK 74075

(hereinafter referred to as Assignor), has invented a certain invention entitled:

“ ROOT GROWTH BARRIER AND METHOD ”

for which application for Letters Patent in the United States was filed on October 29, 2001, and

WHEREAS, Lacebark Inc., a corporation of the State of Oklahoma, having a place of business at 2104 North Cottonwood Road, Stillwater, Oklahoma 74075, (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 Assignor, 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 Assignor to have been received in full from said Assignee:


1. Said Assignor hereby sells, assigns, transfers and conveys 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 Assignor hereby covenants and agrees 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 Assignor 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 therefore 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 Assignor 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 Assignor, his respective heirs, legal representatives and assigns.

4. Said Assignor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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

1) May 7, 2002 
Dr. Carl E. Whitcomb

STATE OF OKLAHOMA {
 {
COUNTY OF PAYNE {

BEFORE ME, the undersigned notary public, personally appeared, Dr. Carl E. Whitcomb, 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 7th day of May, 2002.

Notary Public in and for *Rose M. Rodman*
the State of Oklahoma

My Commission Expires: 6-28-2004

Printed or stamped name of notary.