

Form PTO-1595  
(Rev. 03/01)

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OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):  
  
Harrell L. Walker  
Lawrence R. Higginbotham  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Louisiana Tech University Foundation, Inc.  
  
Internal Address: \_\_\_\_\_  
  
\_\_\_\_\_  
  
Street Address: \_\_\_\_\_  
  
\_\_\_\_\_  
  
City: Ruston State: LA Zip: 71272  
  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
  
Execution Date: September 12, 2000

4. Application number(s) or patent 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)  
10/260,647  
  
Additional numbers attached?  Yes  No

B. Patent No.(s)  
6,482,635

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Priscilla L. Ferguson  
  
Internal Address: \_\_\_\_\_  
  
\_\_\_\_\_  
  
Street Address: Haynes and Boone, L.L.P.  
  
901 Main Street, Suite 3100  
  
City: Dallas State: TX Zip: 75202-3789

6. Total number of applications and patents involved: 2  
  
7. Total fee (37 CFR 3.41).....\$ 80.00  
 Enclosed  
 Authorized to be charged to deposit account  
  
8. Deposit account number:  
08-1394  
  
(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.*  
  
Priscilla L. Ferguson  
Name of Person Signing

  
Signature

December 18, 2003  
Date

Total number of pages including cover sheet, attachments, and documents: 3

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

CH \$80.00 081394 10260647

ASSIGNMENT

WHEREAS, we, Harrell L. Walker, residing at 1171 Highway 3072, Ruston, Louisiana 71270, and Lawrence R. Higginbotham, residing at 164 Deer Creek Road, Ruston, Louisiana 71270 (ASSIGNORS), are the inventors of an invention or improvement entitled "Control of Cyanobacteria With A Bacterium" for which we have executed an application for Letters Patent of the United States of America, Serial No. 09/228,184, filed January 11, 1999; 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 any and all patents issuing thereon, in the United States of America and in any and all countries foreign thereto, pursuant to the assignment obligations of Harrell L. Walker and Lawrence R. Higginbotham 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 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 12 day of Sept. 12, 2000, 2000.

ASSIGNOR: Harrell L. Walker  
Harrell L. Walker

STATE OF LOUISIANA  
PARISH OF LINCOLN

I, Samuel G. Wallace, 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<sup>th</sup> day of SEPTEMBER, 2000.

Samuel G. Wallace  
NOTARY PUBLIC

IN TESTIMONY WHEREOF, I hereunto set my hand this 12<sup>th</sup> day of Sep 2000, 2000.

ASSIGNOR: Lawrence R. Higginbotham  
Lawrence R. Higginbotham

STATE OF LOUISIANA  
PARISH OF LINCOLN

I, Samuel G. Wallace, a Notary Public in and for the Parish and State aforesaid, do hereby certify that Lawrence R. Higginbotham, 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<sup>th</sup> day of SEPTEMBER, 2000.

Samuel G. Wallace  
NOTARY PUBLIC