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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
  
Edwin E. Lewis  
  
Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
  
Name: Virginia Polytechnic Institute and State Univ.  
Address: \_\_\_\_\_  
\_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: 1/22/04

City: Blacksburg State/Prov.: VA  
Country: U.S. ZIP: 24060  
Additional name(s) & address(es)  Yes  No

4. Application number(s) or patent numbers(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
Patent Application No. Filing date  
10/726,479 12/04/03  
Additional numbers

B. Patent No.(s)  
  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Gail E. Poulos  
Registration No. 36,327  
Address: USDA, ARS, OTT  
5601 Sunnyside Ave., Rm. 4-1159  
  
City: Beltsville State/Prov.: MD  
Country: U.S. ZIP: 20705

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41):.....\$ 40.00  
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*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.*  
Gail E. Poulos Gail E. Poulos 2/18/04  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

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PATENT

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**ASSIGNMENT**

**WHEREAS**, Edwin Lewis, of Blacksburg, Virginia, (hereinafter referred to as ASSIGNOR), has invented certain new and useful improvements in an invention entitled:

**Application of Entomopathogenic Nematode-Infected Cadavers from Hard-Bodied Arthropods for Insect Suppression**

for which an application for United States Letters Patent Serial No. 10/726,479 has been filed on December 4, 2003; and

**WHEREAS**, Virginia Polytechnic Institute and State University, (hereinafter referred to as ASSIGNEE), an institute of higher education organized under the laws of the Commonwealth of Virginia, having an office and principal place of business at Blacksburg, Virginia, is desirous of acquiring the entire right, title and interest in, to and under said application and said invention and in, to and under Letters Patent or similar legal protection to be obtained therefore in the United States and in any and all foreign countries.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:** Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its lawful successors and assigns, the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted; and authorize and request the Commissioner of Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereto, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

**IN WITNESS WHEREOF**, ASSIGNOR has caused the hand of its proper office to be subscribed hereto this 22 day of January, 2004.

Witnessed by:

Debra S. Lucas

Edwin Lewis  
Edwin Lewis