

Form PTO-1595 (Rev. 09/04)  
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
 Greg Volgas (03/28/2005), Johnnie R. Roberts (03/28/2005), and Trey Baker (03/28/2005)

Execution Date(s): in parentheses after inventor name

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of Conveyance:**

Assignment  Merger  
 Security Agreement  Change of Name  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: HELENA HOLDING COMPANY

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

300 Delaware Avenue  
9th Floor - DE5403

City: Wilmington

State: Delaware

Country: United States of America Zip: 19801

Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**  This document is being filed together with a new application.

A. Patent Application No.(s)  
11/092093

B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Ashley I. Pezzner  
CONNOLLY BOVE LODGE & HUTZ LLP

Internal Address: Atty. Dkt.: 00306-00406-US

Street Address: 1007 North Orange Street  
P.O. Box 2207

City: Wilmington

State: DE Zip: 19899

Phone Number: (302) 658-9141

Fax Number: (302) 658-5614

Email Address: apezzner@cblh.com

**6. Total number of applications and patents involved:**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 03-2775  
Authorized User Name Ashley I. Pezzner

**9. Signature:** Ashley I. Pezzner  
Signature

Ashley I. Pezzner - 35,646  
Name of Person Signing

Date: 4/18/05

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

CH \$40.00 032775 11092093

**ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, made this 28<sup>th</sup> day of March, 2005, by Greg Volgas; Johnnie R. Roberts; and Trey Baker (hereinafter referred to as Assignors), residing at 7107 Andrews Road, Bartlett, Tennessee 38135; 845 Helene Drive, Arlington, Tennessee 38002; and 4174 Grace Boulevard, Horn Lake, Mississippi 38637, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in **HERBICIDE FORMULATION CONTAINING HEXAZINONE**, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

**WHEREAS**, **HELENA HOLDING COMPANY**, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 300 Delaware Avenue, 9th Floor - DE5403, Wilmington, Delaware 19801 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

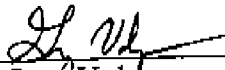
**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

CONNOLLY BOVE LODGE & HUTZ LLP

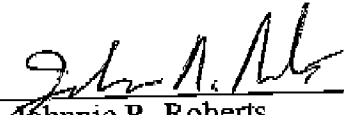
All practitioners at Customer Number 23416

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: <sup>60</sup> 3/28/05

Signature:   
Greg Volgas

Date: 3/28/05

Signature:   
Johnnie R. Roberts

Date: 3/28/05

Signature:   
Trey Baker