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D&M Docket No. CXU-381

02-08-2005



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): David E. Brune 1/05/05 John A. Collier 11/27/04 Thomas E. Schwedler 11/26/04 A. G. Eversole 11/30/04 Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Clemson University Internal Address: Street Address: City: Clemson State: SC Zip: 29631 Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 1/05/05; 11/27/04; 11/26/04; 11/30/04

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) 10/929,331 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: DORITY & MANNING, P.A. Internal Address: P.O. BOX 1449 Greenville, SC 29602-1449 Street Address: One Liberty Square 55 Beattie Place, Suite 1600 City: Greenville State: SC Zip: 29601

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 04-1403

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9. Signature. Timothy A. Cassidy Name of Person Signing [Signature] Signature January 31, 2005 Date

Total number of pages including cover sheet, attachments, and documents: 13

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT REEL: 016224 FRAME: 0590

ATTORNEY DOCKET NO.: CXU-381**JOINT INVENTION ASSIGNMENT OF WORLDWIDE RIGHTS**

**WHEREAS**, we, David E. Brune, a citizen of the United States, residing at 247 Newton Road, Seneca, South Carolina 29678; John A. Collier, a citizen of the United States, residing at 302 Blue Sky Boulevard, Seneca, South Carolina 29678; Thomas E. Schwedler, a citizen of the United States, residing at 316 Princess Grace Avenue, Clemson, South Carolina 29631; and A. G. Eversole, a citizen of the United States, residing at 109 Fort Rutledge Road, Clemson, South Carolina 29631, as assignors, have made an invention entitled "Controlled Eutrophication System and Process" as described in a patent application for U.S. Letters Patent, bearing U.S. Serial No. 10/929,331, which was filed in the U.S. Patent and Trademark Office on August 30, 2004; and

**WHEREAS**, CLEMSON UNIVERSITY, a body politic and corporate under the laws of the State of South Carolina, whose Post Office Address is Clemson University, Clemson, South Carolina, 29631; as assignee, is desirous of securing the entire right, title and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

**NOW, THEREFORE**, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee is hereby acknowledged, we, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be

granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such applications, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof, and we hereby authorize and request the Commissioner for Patents of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Agreement.

**AND, WE HEREBY** covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed, and will not execute any agreement in conflict with this Assignment;

**AND, WE HEREBY** further covenant and agree that we will, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title of this invention in said assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

This ASSIGNMENT executed on the date or dates indicated below.

  
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David E. Brune

1/05/05  
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Date

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John A. Collier

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Date

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Thomas E. Schwedler

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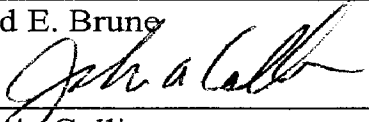
granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such applications, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof, and we hereby authorize and request the Commissioner for Patents of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Agreement.

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David E. Brune



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John A. Collier

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Date

11-27-04

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Date

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Thomas E. Schwedler

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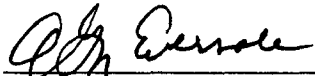
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