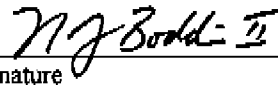
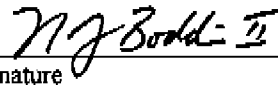
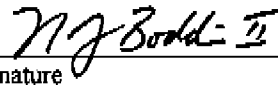
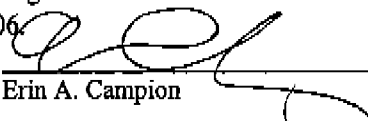


ASSIGNMENT RECORDATION FORM COVER SHEET *Patents Only*

To: Commissioner for Patents:		Date: February 15, 2006 Attorney Docket No. 5175-165			
Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): [1.] Nandini Mendu [2.] Ramakrishnan Yellespur Nagaraj Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Embrex, Inc. 1040 Swabia Court Durham, North Carolina 27703 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: [1.] February 13, 2006 [2.] February 13, 2006					
4. Application Serial No. <u>10/934,201</u> ; filed <u>September 3, 2004</u> If this document is being filed together with a new application, the execution date of the application is: _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Needham James Boddie, II Myers Bigel Sibley & Sajovec P. O. Box 37428 Raleigh NC 27627	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) <u>\$40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 50-0220				
DO NOT USE THIS SPACE					
9. Statement and signature <i>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.</i> <table style="width:100%; border: none;"> <tr> <td style="width: 35%; border: none;"> <u>Needham James Boddie II, Reg. No. 40,519</u> Name of Person Signing </td> <td style="width: 35%; border: none; text-align: center;">  Signature </td> <td style="width: 30%; border: none; text-align: right;"> <u>February 15, 2006</u> Date </td> </tr> </table> Total number of pages including cover sheet, attachments and document: <u>4</u>			<u>Needham James Boddie II, Reg. No. 40,519</u> Name of Person Signing	 Signature	<u>February 15, 2006</u> Date
<u>Needham James Boddie II, Reg. No. 40,519</u> Name of Person Signing	 Signature	<u>February 15, 2006</u> Date			
CERTIFICATION OF FACSIMILE TRANSMISSION UNDER 37 CFR § 1.8 I hereby certify that this correspondence is being facsimile transmitted to the U.S. Patent and Trademark Office via facsimile number 571-273-0140 on February 15, 2006.  Erin A. Campion					

CH \$40.00 500220 10934201

Attorney Docket No. **5175-165****ASSIGNMENT**

THIS ASSIGNMENT, made by us, **Nandini Mendu**, a citizen of the United States of America, residing at 109 Rowe Road, Chapel Hill, North Carolina 27516; and **Ramakrishnan Yelleshpur Nagaraj**, citizen of India, residing at 107 Marquette Drive, Cary, North Carolina 27513;

WITNESSETH: That,

WHEREAS, we are joint inventors of certain new and useful improvements in **METHODS FOR MANIPULATING AIR CELLS WITHIN AVIAN EGGS**, for which an application for United States Letters Patent was filed on **September 3, 2004** in the United States Patent and Trademark Office under Application No. **10/934,201**;

WHEREAS, **Embrex, Inc.**, a North Carolina corporation, having a principal place of business at 1040 Swabia Court, Durham, North Carolina 27703, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

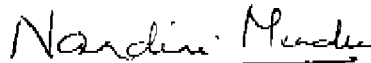
NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted along with any term extensions thereon or therefor, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

We hereby request that said Letters Patent be issued in accordance with this assignment.

Attorney Docket No. **5175-165**

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to promptly communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives; and we hereby instruct, and further covenant and agree to bind our heirs, legal representatives, and assigns, to do same, without further compensation, but at the expense of said assignee or its representatives.



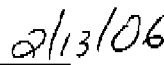
Nandini Mendu

Date

Attorney Docket No. 5175-165



Ramakrishnan Yellespur Nagaraj



Date