|   |  | at No.: 16000 P. 2/6   |
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| v. 03-01)   |  | U.S. DEPARTMENT OF COMMERCE<br>Patent and Trademark Office   |
| B No. 0851-0027 (exp.5/31/2002) PATEN   | <b>FS ONLY</b>   |  |
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| To the Director of the United States Patent and Trademark Office  |  |  |
| 1. Name of conveying party(les):<br>Michael Mayer<br>Freddie L. Singleton   | 2. Name and address of Name: <u>Hercules Incom</u>   |  |
|   | Internal Address: Lav  | v Department   |
| Additional names(s) of conveying party(les) attached? 🗌 Yes 🔀 No  |  |  |
| 6. Nature of conveyance:  | ······································   |  |
| 🛛 Assignment 🔲 Merger   | Street Address: 1313   | N. Market Street   |
| Security Agreement Change of Name   |  |  |
| □ Other   | City: Wilmington   | State: DE ZIP: 19894   |
| Execution Date: August 29, 2006   | Additional name(s) & addr  | ess(es) attached? 🗋 Yes 🗵 No   |
| 4. Application number(s) or patent numbers(s):  |  |  |
| If this document is being filed together with a new application   | on, the execution date of th   | e application is:  |
| A. Patent Application No.(s)  | B. Patent No.(s)   |  |
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|   |  |  |
| Additional numbers att  | ached? 🗋 Yes 🖾 No  |  |
| Additional numbers att<br>5. Name and address of party to whom correspondence<br>concerning document should be mailed:  |  | lications and patents involved:  |
| 5. Name and address of party to whom correspondence   |  |  |
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| 5. Name and address of party to whom correspondence<br>concerning document should be mailed:<br>Name: Joanne Mary Fobare Rossi<br>Internal Address: Law Department<br>Street Address: 1313 N. Market Street<br>City: Wilmington State: DE ZIP: 19894<br>DO NO   | <ul> <li>6. Total number of appl</li> <li>7. Total fee (37 CFR 3.</li> <li>Enclosed - Any e credited or debite</li> <li>Authorized to be</li> <li>8. Deposit account num</li> <li>08-1800</li> </ul>   | 41):\$ <u>40.00</u><br>excess or insufficiency should be<br>ed to deposit account<br>charged to deposit account<br>nber:   |
| 5. Name and address of party to whom correspondence concerning document should be mailed:         Name:       Joanne Mary Fobare Rossi         Internal Address:       Law Department         Street Address:       1313 N. Market Street         City:       Wilmington       State:       DE       ZIP:       19894         9. Statement and signature.       To the best of my knowledge and bellef, the foregoing info  | <ul> <li>6. Total number of appl</li> <li>7. Total fee (37 CFR 3.</li> <li>Enclosed - Any e credited or debite</li> <li>X Authorized to be</li> <li>8. Deposit account num</li> <li>08-1800</li> <li>(Attach duplicate copy of the copy of</li></ul> | 41):\$ 40.00<br>excess or insufficiency should be<br>ed to deposit account<br>charged to deposit account<br>mber:<br>his page if paying by deposit account)<br>and any attached copy is a true copy                              |
| 5. Name and address of party to whom correspondence concerning document should be mailed:         Name:       Joanne Mary Fobare Rossi         Internal Address:       Law Department         Street Address:       1313 N. Market Street         City:       Wilmington       State:       DE       ZIP:       19894         Statement and signature.       To the best of my knowledge and bellef, the foregoing info of the original document.       Information | <ul> <li>6. Total number of appl</li> <li>7. Total fee (37 CFR 3.</li> <li>Enclosed - Any e credited or debite</li> <li>X Authorized to be</li> <li>8. Deposit account num</li> <li>08-1800</li> <li>(Attach duplicate copy of the copy of</li></ul> | 41):\$ <u>40,00</u><br>excess or insufficiency should be<br>ed to deposit account<br>charged to deposit account<br>mber:   |
| 5. Name and address of party to whom correspondence concerning document should be mailed:         Name:       Joanne Mary Fobare Rossi         Internal Address:       Law Department         Street Address:       1313 N. Market Street         City:       Wilmington       State:       DE       ZIP:       19894         9. Statement and signature.       To the best of my knowledge and bellef, the foregoing info  | <ul> <li>6. Total number of appl</li> <li>7. Total fee (37 CFR 3.</li> <li>Enclosed - Any e credited or debite</li> <li>X Authorized to be</li> <li>8. Deposit account num</li> <li>08-1800</li> <li>(Attach duplicate copy of the correct of the corr</li></ul> | 41):\$ <u>40,00</u><br>excess or insufficiency should be<br>ed to deposit account<br>charged to deposit account<br>mber:<br>his page if paying by deposit account)<br>and any attached copy is a true copy<br>September (4, 2006 |

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No. 4202 P. 3/6

DKT 10388 Appln No. 11/509,158

## ASSIGNMENT

WHEREAS, We, Michael Mayer and Freddie L. Singleton, of the State of Florida; of the State of Florida, and of the State of Florida, respectively

have invented certain new and useful improvements in

## "A SYNERGISTIC BIOCIDE AND PROCESS FOR CONTROLLING GROWTH OF MICROOGANISMS"

described in a patent application executed by us on the even date herewith; and identified as **DKT 10388**, and of which improvements, in and for the United States, its territories, dependencies and possessions, and for all foreign countries, we are now the joint owners; and

WHEREAS, **HERCULES INCORPORATED**, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having its principal office and place of business in Wilmington, Delaware, is desirous of acquiring the entire right, title and interest, for the United States, its territories, dependencies and possessions, and for all foreign countries, in and to the said improvements, application, invention or inventions, and any Letters Patent that might be granted therefor or thereupon, the said HERCULES INCORPORATED, its successors and assigns, being hereinafter referred to as "HERCULES."

NOW, THEREFORE, be it known that for good and valuable consideration by us received from said HERCULES, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to and unto HERCULES, our entire right, title and interest, for and in the United States, it territories, dependencies and possessions, and for and in all foreign countries, in and to:

- (1) Said invention or inventions, and, in, to and under the above- identified patent application, and
- (2) All improvements and modifications of said invention or inventions which we, solely or jointly have made or conceived, or shall make or conceive, while we are employed by HERCULES, and
- (3) All Letters Patent which may be granted by the United States of America, and countries foreign thereto, for or upon said application, invention or inventions, or said improvements or modifications, and in, to and under all reissues and extensions of said Letters Patent, and in, to and under all

renewals, divisions, substitutes and continuations of the aforesaid application, and of any application filed in any country for any improvement or modification mentioned in clause (2) above; as well as any priority rights derived from the aforesaid application for Letters Patent by virtues of the International Convention for the Protection of Industrial Property and any other treaty or understanding for intellectual property for any and all member countries of the aforesaid International Convention or other treaty or understanding

and we hereby authorize and request the Commissioner of Patents to issue all Letters Patent of the United States of America on the said invention or inventions to HERCULES as assignee of the entire interest therein.

The inventions and the improvements and modifications mentioned in clauses (1), (2), and (3), above, are hereinafter referred collectively as "said inventions".

And, for the above-mentioned considerations, we do hereby covenant and agree:

**First:** That we will promptly and fully disclose to HERCULES all such improvements and modifications invented by us, and we will freely, fully and promptly communicate (in writing if requested) to HERCULES, or its nominee, all facts, information and evidence possessed or known by or available to us which concern "said inventions", and, at the request of HERCULES, that we will testify in interferences and other legal proceedings which may involve "said inventions".

**Second:** That we will render HERCULES, at its expense, all assistance which in its sole opinion is necessary to obtain and enforce patent protection in the United States, its territories, dependencies and possessions, and countries foreign thereto, for "said inventions". If we are not employed by HERCULES, a reasonable per diem charge shall be paid by HERCULES for time spent by us in such connection.

Third: That we will, at the request and at the expense of HERCULES, but without further compensation therefor, execute -(a) any and all original, divisional, continuation, substitute, renewal or other applications for Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries, for "said inventions", (b) any and all applications for the reissue or extension of any Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries that may be granted upon said application or for "said inventions", and (c) all assignments and other papers that HERCULES may deem necessary or expedient to secure the grant of each and all of said Letters Patent to HERCULES, or its nominee, and to protect and vest in

Sep. 14. 2006 10:29AM

No. 4202 P. 5/6

HERCULES the entire right, title and interest, for the United States, its territories, dependencies and possessions, and for foreign countries, in and to "said inventions" and Letters Patent of the United States, its territories, dependencies and possessions, and for foreign countries.

IN TESTIMONY WHEREOF, I have hereunto set my hand respectively

this  $\underline{a9}^{\text{th}}$  day of <u>August</u>, 2006.

Michael J. Mayor (1.8) State of FC pn." County of DUVAL

I, the undersigned, a Notary Public do hereby certify that **Michael J. Mayer**, 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 executed the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

SEAL

Sep. 14. 2006 10:29AM

No. 4202 P. 6/6

IN TESTIMONY WHEREOF, I have hereunto set my hand respectively

this <u>x</u> day of <u>Arg-yt</u>, 2006.

Fulli Ja A

Freddie L. Singleton (L.S.)

State of FL County of DVVA

I, the undersigned, a Notary Public do hereby certify that, Freddie L. Singleton 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 executed 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

25 day of <u>AUGUST</u>, 2006.

Notary signature expires 9/19/2006

SEAL



New assignments 2 or more 10388

PATENT REEL: 018265 FRAME: 0579

**RECORDED: 09/14/2006**