

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Douglas R. WARE	02/10/2006
Bryan GARNER	02/08/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Nutrition Physiology Corporation
<b>Street Address:</b>	702 N. Quinn
<b>Internal Address:</b>	Box 1766
<b>City:</b>	Guymon
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	73942
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11932278
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<b>NAME OF SUBMITTER:</b>	Tracy W. Druce
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OP \$40.00 11932278

**PATENT**

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**REEL: 020394 FRAME: 0912**

ASSIGNMENT

THIS ASSIGNMENT effective 06 November 2002, by Douglas R. WARE and Bryan GARNER (hereinafter referred to collectively as the Assignor), witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in: COMPOSITIONS AND METHODS FOR INHIBITING PATHOGENIC GROWTH, set forth in the International Patent Application PCT/US2003/030888 filed 01 October 2003 and published as WO 2004/030624 on 15 April 2004, and as also set forth in US patent application number 10/288,487 filed 06 November 2002, from which said PCT application claims priority.

WHEREAS, Nutrition Physiology Corporation, a corporation duly organized under and pursuant to the laws of the State of Texas, and having a principal place of business at: 702 N. Quinn, Box 1766, Guymon, Oklahoma 73942, (hereinafter referred to as the Assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and patent applications for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of one Dollar (\$1.00 USD) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, assignor's interest in the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above mentioned, and that the same is unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, 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 Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

(Date) 2/10/06 (Signature) Douglas R. Ware  
Douglas R. WARE

(Date) 2/8/06 (Signature) Bryan Garner  
Bryan GARNER