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

02-27-2009



To the Director of the U.S. Patent and

103550118

documents or the new address(es) below.

**1. Name of conveying party(ies)**

Garnett B. Whitehurst  
Brooks M. Whitehurst

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 02/15/2009

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

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

Name: Whitehurst Associates, Inc.

Internal Address:

Street Address: 1983 Hoods Creek Drive

City: New Bern

State: North Carolina

Country: USA Zip 28560

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)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: William J. Mason

Internal Address: MacCord Mason PLLC

Street Address: P. O. Box 1489

City: Wrightsville Beach

State: North Carolina Zip: 28480

Phone Number: 910 313 6175

Fax Number: 910 313 6178

Email Address: wmason@mmpatent.com

**6. Total number of applications and patents involved: 1**

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

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 501923

Authorized User Name MacCord Mason PLLC

**9. Signature:**

Signature

02/17/2009

Date

William J. Mason

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

2/19/2009 LTRUONG 00000001 12378493

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PATENT  
REEL: 022324 FRAME: 0865

## ASSIGNMENT

This Assignment made by us, Garnett B. Whitehurst, residing at 1983 Hoods Creek Drive, New Bern, State of North Carolina, a citizen of the United States of America, and Brooks M. Whitehurst residing at 1983 Hoods Creek Drive, New Bern, State of North Carolina, a citizen of the United States of America, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in

**Buffered Amino Alcohols Solutions of N-(n-butyl)thiophosphoric triamide (NBPT) and**

**Urea Fertilizers Using Such Solutions As Urease Inhibitors** for which we are about to make

application for Letters Patent of the United States, and for which we have executed a declaration

on the 15<sup>th</sup> day of February 2009.

WHEREAS, Whitehurst Associates, Inc., a corporation duly organized and existing under the laws of the State of North Carolina and having a principal place of business at 1983 Hoods Creek Drive, New Bern, State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed by us concurrently herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions, or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behoof, and the use and behoof of its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and

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entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

We hereby request the Honorable Director of Patents and Trademarks to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title

therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 15<sup>th</sup>  
day of February, 2009.

Garnett B Whitehurst  
Garnett B. Whitehurst

Brooks M Whitehurst  
Brooks M. Whitehurst