

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David L. Morton	03/31/2009
RECEIVING PARTY DATA	
Name:	Fertile Earth Systems, Inc.
Street Address:	9384 South 670 West
City:	Sandy
State/Country:	UTAH
Postal Code:	84070
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29329073
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	17487.11
NAME OF SUBMITTER:	David B. Dellenbach
Total Attachments: 2 source=17487-11_ExecutedAssignment#page1.tif source=17487-11_ExecutedAssignment#page2.tif	

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PATENT
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WHEN RECORDED RETURN TO:

PATENT APPLICATION
Docket No.: 17487.11

Workman Nydegger
1000 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

ASSIGNMENT

I, David L. Morton of 1756 E. Jane Circle, Sandy Utah 84092, have invented a new, original and ornamental design entitled SOIL MOISTURE MONITORING DEVICE, hereinafter called the "invention."

Preferred embodiments of the invention are disclosed in a United States patent application now identified as File No. 17487.11 of the law firm of Workman Nydegger, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 29/329,073 filed on December 8, 2008.

Assignee, FERTILE EARTH SYSTEMS, INC., a corporation of the State of Utah, having a principal place of business at 9384 South 670 West, Sandy, Utah 84070, desires to secure the entire right, title and interest in the invention.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to me by Assignee, the receipt and sufficiency of which I hereby acknowledge, I HEREBY ASSIGN TO ASSIGNEE:

The entire right, title and interest in the invention in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of the application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on the invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

I hereby authorize and request the United States Commissioner of Patents and Trademark and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents to issue any and all patents on the invention to Assignee as the owner of the entire interest for the sole use of Assignee, its successors, assigns and legal representatives.

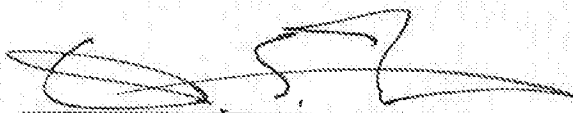
I hereby agree, without further consideration and without expense to me, to sign all lawful papers and to perform all other lawful acts which Assignee may request of me to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue and other United States and foreign patent applications on the invention, and all lawful documents requested by Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of my ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension or infringement proceedings involving the invention.

This assignment and agreement shall be binding upon my heirs and legal representatives.

DATED 3/31/09



David L. Morton

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