

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
W. Lance H. Hemsarh	11/12/2009
Linda Valencia	11/16/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The Hartz Mountain Corporation
<b>Street Address:</b>	400 Plaza Drive
<b>City:</b>	Secaucus
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07094-3688
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>PCT Number:</b>	US0958363
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)806-6006
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	212-806-6444
<b>Email:</b>	msiegal@stroock.com
<b>Correspondent Name:</b>	Matthew W. Siegal
<b>Address Line 1:</b>	180 Maiden Lane
<b>Address Line 2:</b>	Stroock & Stroock & Lavan LLP
<b>Address Line 4:</b>	New York, NEW YORK 10038
<b>ATTORNEY DOCKET NUMBER:</b>	257122.0169
<b>NAME OF SUBMITTER:</b>	Matthew W. Siegal

Total Attachments: 3  
 source=#72479742, v1\_NY\_ - 257122\_0169 PCT Assignment#page1.tif  
 source=#72479742, v1\_NY\_ - 257122\_0169 PCT Assignment#page2.tif

**501055801**

**PATENT**  
**REEL: 023726 FRAME: 0954**

**CH \$40.00 US0958363**



**ASSIGNMENT**

WHEREAS, WE, **W. Lance H. Hemsarth**, a citizen of the United States, having a correspondence address of 42 James Drive, Ringwood, New Jersey 07456, U.S.A., and **Linda Valencia**, a citizen of the United States, having a correspondence address of 725 Joralemon Avenue, Unit 157, Belleville, New Jersey 07109, U.S.A, hereinafter referred to as ASSIGNORS, have invented certain new and useful improvements for which we filed following the patent applications:

1. U.S. Provisional Application No. 61/100,903 filed on September 29, 2008, entitled PHOTO-STABLE PEST CONTROL; and
2. International Application No. PCT/US2009/058363 filed on September 25, 2009, entitled PHOTO-STABLE PEST CONTROL.

WHEREAS, The Hartz Mountain Corporation, a corporation having a principal place of business at 400 Plaza Drive, Secaucus, New Jersey 07094-3688, U.S.A., hereinafter referred to as ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the improvements and the applications;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the ASSIGNEE, its respective successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the Application and all divisions, renewals, continuations and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for the improvements to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

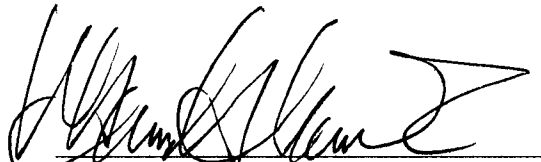
AND WE HEREBY further covenant and agree that we will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting the improvements, and testify in any legal proceeding, sign all lawful papers, execute

all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

AND WE HEREBY grant to Lawrence Rosenthal, Steven B. Pokotilow, Matthew W. Siegal, Brian M. Rothery, David L. Schaeffer, Ian G. DiBernardo, Angie M. Hankins, Charles E. Cantine and Richard Eskew, attorneys with the firm of Stroock & Stroock & Lavan LLP, the right and full power of attorney to enter all further identifying information of the improvements and the application as may be deemed necessary or desirable for the recordation or perfection of this Assignment.


IN TESTIMONY WHEREOF, we have set our hand and seal to this Assignment.

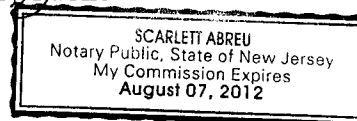
Nov. 12, 2009

  
W. Lance H. Hemsarth


State of New Jersey )  
County of Hudson )ss.:

On this 12<sup>th</sup> day of November, 2009 before me, a Notary Public in and for the State and County aforesaid, personally appeared W. Lance H. Hemsarth, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

  
Notary Public

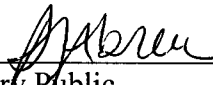


November 16, 2009

  
Linda Valencia

State of New Jersey )  
County of Hudson )ss.:  
)

On this 16<sup>th</sup> day of November, 2009 before me, a Notary Public in and for the State and County aforesaid, personally appeared Linda Valencia, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

  
Notary Public

SCARLETT ABREU Notary Public, State of New Jersey My Commission Expires August 07, 2012
--