## PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
KES Associates	01/10/2011

## **RECEIVING PARTY DATA**

Name:	Postive Feed, Ltd.
Street Address:	P.O. Box 1049
City:	Sealy
State/Country:	TEXAS
Postal Code:	77474

## PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	5622739
Patent Number:	6440478
Patent Number:	6787150

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: B256:30/DAP

NAME OF SUBMITTER: David A. Plumley

Total Attachments: 2

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<u>PATENT</u>

REEL: 025637 FRAME: 0590

## Docket No. 48315/B256

### ASSIGNMENT

WHEREAS, KES ASSOCIATES, a California Limited Partnership, having a place of business at 24 South La Senda Drive, Laguna Beach, California 92651-6733 ("ASSIGNOR" herein), owns the following improvements, and United States patents:

Inventor	Patent No.	Issue Date	<u>Tifle</u>
Alfred E. Benton	5,622,739	April 27, 1997	FEED BLOCK WITH IMPROVED MINERAL DELIVERY
Alfred E. Benton	6,440,478	August 27, 2002	FEED BLOCK FOR ANIMALS
Alfred E. Benton	6,787,150	September 7, 2004	SEED COATING FOR BYPASSING THE RUMINANT DIGESTIVE TRACT

AND WHEREAS, POSTIVE FEED, LTD., a Texas Limited Partnership, having a place of business at P.O. Box 1049, Sealy, Texas 77474. (together with any successors, legal representatives of assigns thereof, called ASSIGNEE herein) wants to acquire the entire right, title, and interest in and to said improvements, patents, and patent applications.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and does sell, assign, transfer and set over to ASSIGNEE the entire right, title, and interest in and to said improvements, and said patents and patent applications and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof; including the right to sue or otherwise bring action and to collect and receive damages therefrom, for past infringement thereof, and all priority rights under all available International Agreements, Treatics and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; and ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment:

ASSIGNMENT Docket No. 48315/B256

AND ASSIGNOR HEREBY covenants that ASSIGNOR has the full right to convey the interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith;

AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE any facts known to ASSIGNOR respecting said improvements and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce patent protection for said improvements in all countries.

Double A Irrevocable Trust
Alfred E. Benton, Trustee

On ( CO (1 before me.) ) (CO (1) Notary Public, personally appeared Alfred E. Benton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and

satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

DAWN MILLS
COMM. # 1835272
OF NOTARY PUBLIC - CALIFORNIA OF ORANGE COUNTY OF COMM. EXPIRES FEB. 5, 2013

WFINESS, my hand and official seal,

Signature of Notary

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DAP/jhg

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