FORM PTO-1595 (Rev. 6/93) 02-02-1999



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

SHEET

Attorney's Docket No. 026579-211

| To the Honorable Commissioner of Patents and Trademarks. | Please record the attached original documents or copy thereof. | |
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| 1. Name of conveying party(ies): | 2. Name and address of receiving party(ies): | |
| David R. Bundle, Pavel Kitov, Randy J. Read, Hong Ling, and Glen Armstrong | Name: <u>University of Alberta</u> Address: <u>222 Campus Tower, 8625 - 112 Street</u> | |
| Additional name(s) of conveying party(ies) attached? [] Yes [X] No | Canada T6G 2E1 | |
| 3. Nature of conveyance: 1-37-99 | | |
| [X] Assignment [] Merger [] Security Agreement [] Change of Name | Additional name(s) & address(es) attached? [] Yes [X] No | |
| Other: | N 2 7 1999 (5) | |
| Execution Date: 1-18-18-17-18-18-18-18-18-18-18-18-18-18-18-18-18- | | |
| 4. Application number(s) or patent number(s): | THADE THADE | |
| If this document is being filed together with a new application, the | execution date of the application is: | |
| A. Patent Application No.(s) | B. Patent No.(s) | |
| Serial No.: 09/130,495, filed August 7, 1998 | | |
| Additional numbers attact | hed? [] Yes [X] No | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and patents involved: 1 | |
| Name: Gerald F. Swiss | 7. Total fee (37 CFR 3.41): \$40.00 | |
| Address: Burns, Doane, Swecker & Mathis, L.L.P. | [X] Enclosed | |
| Post Office Box 1404 | [X] Authorized to be charged to deposit account, if necessary | |
| Alexandria, Virginia 22313-1404 | 8. Deposit account number: | |
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(BDSM 8) (5/95)

PATENT REEL: 9725 FRAME: 0568

O2657B-211
Attorney's Docket No.

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by DAVID R. BUNDLE, PAVEL KITOV, RANDY J. READ, HONG LING, and GLEN ARMSTRONG, residing at 18 MARLEDRO RD., EDMONTON, ALBERTA TEJ 2CE CANADA, #405 10610 83 AVENUE, EDMONTON, ALBERTA TEE 2E2 CANADA, 27 HINTON AVENUE, CAMBRIDGE, ENGLAND, #308B, 3811-107 STREET, EDMONTON, ALBERTA TEJ 2NF CANADA and 7951 91 AVENUE, FOMONTON, ALBERTA TEC 1P9 CANADA (hereinefter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in TREATMENT OF BACTERIAL DYSENTERY set forth in an application for Letters Patent of the United States. [] which is a non-provisional application to be filed herewith; [] which is a non-provisional application having an eath or declaration executed on even data herewith prior to filing of application; [X] bearing Application No. 09/130.495, and filed on August 7, 1998; and

WHEREAS, THE GOVERNORS OF THE UNIVERSITY OF ALBERTA, a corporation duly organized under and pursuant to the laws of <u>Province of Alberta</u> and having its principal place of business at <u>222 Campus Tower</u>, <u>8625 - 112 Street</u>, <u>Edmonton</u>, <u>Alberta</u>, <u>Canada T6G 251</u> (hereinafter referred to as "the Assigned"), is dealrous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, 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) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignes, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on seld inventions and the entire right. Title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and 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 the Assignes, for its own use and behalf and the use and behalf 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 Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and egree to and with the Assignee, its successors, logal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good end full right and lawful authority to sail and convey the same in the manner herein set forth;

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AND for the same consideration, the Assignors hereby covenent and agree to and with the Assignee, its auccessors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents 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 or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of Burns, Doane, Swecker & Mathia, L.L.P. of Alexandria, Virginia, to insert in the spaces provided above the filling date, application number, and attorney dacket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

| Date Nov 6 98 Signature of Assignor Act of R. Bundle | |
|--|---|
| Date Nov. 5 98 Signature of Assignor | |
| Date Jan 18 1999 Signature of Assignor Land Lead | |
| Date Jan. 18, 1998 Signature of Assignar | 1 |

Date Nov. 5 98 Signature of Assignor About On Ormono. Ph.D.

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RECORDED: 01/27/1999 REEL: 9725 FRAME: 0570