

07-08-1999

001

*MAO 7-1-99***RECORDATION FORM COVER &  
PATENTS ONLY**

Assistant Commissioner for Patents: Please record the attached original doc.

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1. Name of conveying party(ies):  
**NM Holdings, Inc. (f/k/a Nutrition Medical Inc.)**
2. Name and address of receiving party(ies):  
**Galagen, Inc.  
1275 Red Fox Road  
Arden Hills, Minnesota**

Additional name(s) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment  
☐ Merger  
☐ Security Agreement  
☐ Change of Name  
☐ Other:

Additional names/addresses attached? ☐ Yes ☒ NoExecution Date: **June 23, 1999**

4. Application number(s) or patent number(s):

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No.(s):

**08/964,556**

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name/address of party to whom correspondence concerning document should be mailed:

**Allison A. Johnson  
Fish & Richardson P.C., P.A.  
60 South Sixth Street, Suite 3300  
Minneapolis, MN 55402**

6. Total number of applications/patents involved:
- 1**

7. Total fee (37 CFR 3.41):
- \$40**

- ☒ Enclosed  
☐ Authorized to charge deposit account

8. Deposit account number:
- 06-1050**

If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached. Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

**DO NOT USE THIS SPACE**

9. Statement and signature:
- To the best of my knowledge and belief, the foregoing information is true and correct and the attached is the original document.*

**Allison A. Johnson**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **3**

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Date of Deposit

**7-1-99**

I hereby certify under 37 CFR 1.10 that this correspondence is being deposited with the United States Postal Service as "Express Mail Post Office To Addressee" with sufficient postage on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

*Melissa Dingmann**Melissa Dingmann***PATENT****REEL: 010069 FRAME: 0364**

# ASSIGNMENT OF INVENTION AND PATENT RIGHTS

Assignor: NM Holdings, Inc., formerly known as Nutrition Medical Inc., 9850 51<sup>st</sup> Avenue North, Suite 110, Minneapolis, Minnesota

Assignee: Galagen Inc., 1275 Red Fox Road, Arden Hills, Minnesota

Patent Application: U.S. Patent Application No. 08/964,556 entitled, "Liquid Amino Acid Nutritional Composition," filed November 5, 1997.

1. Assignor represents that it is the owner of (1) the invention described and claimed in the Patent Application identified above, and (2) all related foreign and domestic patents, patent applications, divisionals, reissues, re-examinations, continuations, continuations-in-part, certificates of invention, and the like that may issue from or which derive priority from the Patent Application (all of which are collectively referred to as the "Patent Rights"). Assignor represents that Assignor has the full right to convey the interest assigned by this Assignment, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment.
2. Assignor hereby assigns to Assignee the entire worldwide right, title, and interest in and to the Patent Rights, and acknowledges receipt of fair and adequate consideration for such assignment.
3. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to any claims (known or unknown, suspected or unsuspected) of any nature that Assignor has or may have against any party for infringement of the Patent Rights, and acknowledges receipt of fair and adequate consideration for such assignment.
4. Assignor agrees to execute all papers and perform all affirmative acts necessary to apply for and prosecute any patent application within the Patent Rights, and also to execute separate or additional assignments in connection with such patent applications as the Assignee may deem necessary.
5. Assignor agrees to execute all papers and documents and perform any act which may be necessary in connection with protecting the Patent Rights under any claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
6. Assignor agrees to execute all papers necessary in conjunction with any interference that may be declared concerning any patent application within the Patent Rights, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference.
7. Assignor agrees to assist Assignee with respect to any infringement action, suit, or proceeding relating to the enforcement of any of the Patent Rights. In any such action, suit, or proceeding, Assignor will be represented by the same legal counsel as Assignee.

8. Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from any patent application within the Patent Rights to Assignee, as the assignee of the entire interest therein.
9. Assignor grants to Assignee the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.
10. This agreement is binding upon and inures to the benefit of the successors, and assigns of the parties.

AGREED:

NM Holdings, Inc.  
9850 51<sup>st</sup> Avenue North, Suite 110  
Minneapolis, Minnesota

By: Richard John Hegstrand

Name: Richard John Hegstrand

Title: Chief Operating Officer

Date: 6/23/99

State of Minnesota:

County of Hennepin: ss.

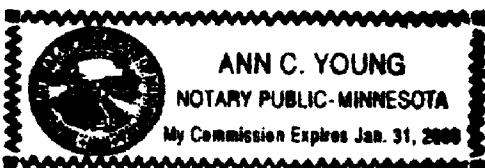
Before me this 23 day of June, 1999, personally appeared

Richard John Hegstrand known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Ann C. Young  
Notary Public

My Commission Expires:

[Notary's Seal Here]



RECORDED: 07/01/1999

PATENT  
REEL: 010069 FRAME: 0366