

03-01-2000

EET U.S. DEPARTMENT OF COMMERCE
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Atty Ref/Docket No.: 781.003USA



101278125

To the Honorable Commissioner of Patents and Trademarks, please return to the inventor or copy thereof.

1. Name of conveying party(ies):

Keith M. Skubitz and Peter M. Anderson

2. Name and address of receiving party(ies):

Name: ASF, LLC

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

Street Address: 2100 West Twenty-first Street

3. Nature of conveyance:

[X] Assignment

[] Merger

[] Security Agreement

[] Change of Name

[] Other _____

Minneapolis, MN 55405

Additional name(s) & address(es) attached? [] Yes [X] No

Execution Date: May 10 and July 1, 1998

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

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)

U.S. Patent No. 5,545,668

Additional numbers attached? [] Yes [X] No

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

Name: Robert J. Harris, Ph.D.

Address: Schwegman, Lundberg, Woessner & Kluth, P.A.
P.O. Box 2938
Minneapolis, MN 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our
Deposit account number: 19-0743

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert J. Harris, Ph.D./Reg. No. 37,346

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 9

OMB No. 0651-0011 (exp. 4/94)

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PATENT
REEL: 010567 FRAME: 0481

**SUBSCRIPTION AGREEMENT
INCLUDING INVESTMENT REPRESENTATIONS
UNITS**

The undersigned, Peter Anderson hereby subscribes for the purchase from ASF, LLC (the "Company") of 10,000 units of ownership of the Company (the "Units"). In consideration of the Units, the undersigned hereby submits, in full payment for such Units, all of the undersigned's right, title and interest in United States Patent Numbers 5,438,075 and 5,545,668 and other glutamine related products (collectively the "Products"). The undersigned agrees to execute such further documents and take such further action as the Company may reasonably request and to perform such other lawful acts as the Company may reasonably require to fully secure and/or evidence the rights or interests provided herein.

The Company shall have the right to apply for patents to cover the Products in the U.S. and foreign countries in the Company's own name including the right to claim any priority rights to which such applications are entitled under international conventions, treaties or otherwise. The undersigned agrees to fully cooperate with the Company in the filing of such patents and agrees to execute, or cause to be executed, all documents reasonably necessary to effectuate and properly document such assignments and transfers, including, without limitations, securing the signature of any individual inventor required to be listed on such patent application assigning all rights in the application, and in the invention described in, to the Company. Any filing fees required to document such transfers shall be payable by the Company.

1. Certain Representations of the Subscriber. In connection with, and in consideration of, the sale of the Units to the undersigned, the undersigned hereby represents and warrants to the Company and its governors, managers, employees, agents and members that the undersigned:

- (a) Has had an opportunity to review and ask questions of the managers of the Company concerning an investment in the Units and desires no further information.
- (b) Realizes that the Company has had no operations and must raise additional funds to support its ongoing operations and to develop products essential to the Company's long-term viability.
- (c) Realizes that a purchase of the Units represents a speculative investment involving a high degree of risk.
- (d) Can bear the economic risk of an investment in the Units for an indefinite period of time, can afford to sustain a complete loss of such investment, has no need for liquidity in connection with an investment in the Units, and can afford to hold the Units indefinitely.
- (e) Realizes that there will be no market for the Units after this offering and that there are significant statutory and contractual restrictions on the transferability of the Units as set forth in Sections 2 and 3 below.

- (f) Realizes that the Units have not been registered for sale under the Securities Act of 1933, as amended (the "Act") or applicable state securities laws (the "State Laws") and may be sold only pursuant to registration under the Act and State Laws or an opinion of counsel that such registration is not required.
- (g) Is experienced and knowledgeable in financial and business matters, capable of evaluating the merits and risks of investing in the Units, and does not need or desire the assistance of a knowledgeable representative to aid in the evaluation of such risks.

2. 180-Day Restriction on Transfer After A Public Offering. The undersigned understands that the Company at a future date may file a registration or offering statement (the "Registration Statement") with the Securities and Exchange Commission to facilitate a public offering of its securities. The undersigned agrees, for the benefit of the Company, that should such an initial public offering be made and should the managing underwriter of such offering require, the undersigned will not, without the prior written consent of the Company and such underwriter, during the 180-day period commencing on the effective date of the Registration Statement (the "Lockup Period") (i) sell, transfer or otherwise dispose of, or agree to sell, transfer or otherwise dispose of any of the Units beneficially held by the undersigned during the Lockup Period, (ii) sell, transfer or otherwise dispose of, or agree to sell, transfer or otherwise dispose of any options, rights or warrants to purchase any of the Units beneficially held by the undersigned during the Lockup Period, or (iii) sell or grant, or agree to sell or grant, options, rights or warrants with respect to any of the Units. The foregoing does not prohibit gifts to donees or restrictions set forth herein or transfers by will or the laws of descent to heirs or beneficiaries provided such donees, heirs and beneficiaries shall be bound by the restrictions set forth herein.

3. Investment Intent. The undersigned has been advised that the Units have not been registered under the Act or the relevant State Laws but are being offered, and will be offered, and sold pursuant to exemptions from the Act and State Laws, and that the Company's reliance upon such exemptions is predicated in part on the undersigned's representations contained herein. The undersigned represents and warrants that the Units are being purchased for the undersigned's own account and for long term investment and without the intention of reselling or redistributing the Units, that the undersigned has made no agreement with others regarding any of the Units, and that the undersigned's financial condition is such that it is not likely that it will be necessary for the undersigned to dispose of any of the Units in the foreseeable future. The undersigned represents and warrants that the undersigned has a financial net worth or anticipated income such that a sale of such Units need not be made in the foreseeable future to satisfy any financial obligation of which the undersigned is, or contemplates, becoming subject. The undersigned is aware that (i) there is presently no public market for the Units, and, in the view of the Securities and Exchange Commission, a purchase of securities with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the liquidation or settlement of any loan obtained for the acquisition of any of the Units and for which the Units were or may be pledged as security would represent an intent inconsistent with the investment representations set forth above and (ii) the transferability of the Units is restricted and (A) requires the written consent

of the Company and, in the event the Company is effecting the initial public offering of its securities, the managing underwriter of such offering, and (B) will be further restricted by a legend placed on the certificate(s) representing the Units containing substantially the following language:

"The securities represented by this certificate have not been registered under either the Securities Act of 1933 or applicable state securities laws and may not be sold, transferred, assigned, offered, pledged or otherwise distributed for value unless there is an effective registration statement under such Act and such laws covering such securities, or the Company receives an opinion of counsel acceptable to the Company stating that such sale, transfer, assignment, offer, pledge or other distribution for value is exempt from the registration and prospectus delivery requirements of such Act and such laws. Sale or other transfer of these securities is further restricted for up to 180 days following an initial public offering of securities of the Company by the terms of a Subscription Agreement, a copy of which is available for inspection at the offices of the Company."

The undersigned further represents and agrees that if, contrary to the undersigned's foregoing intentions, the undersigned should later desire to dispose of or transfer any of the Units in any manner, the undersigned shall not do so without first obtaining (i) an opinion of counsel satisfactory to the Company that such proposed disposition or transfer may be made lawfully without the registration of such Units pursuant to the Act and applicable State Laws and an agreement by the transferee to be bound by the terms and restrictions of this Subscription Agreement, or (ii) registration of such Units (it being expressly understood that the Company shall not have any obligation to register such Units).

4. **Residence.** The undersigned represents and warrants that the undersigned is a bona fide resident of (or if an entity is organized or incorporated under the laws of, and is domiciled in), the State listed on the signature page hereof and that the Units are being purchased by the undersigned in the undersigned's name solely for the undersigned's own beneficial interest and not as nominee for, on behalf of, for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization.

5. **Miscellaneous.**

(a) The undersigned agrees that the undersigned understands the meaning and legal consequences of the agreements, representations and warranties contained herein, agrees that such agreements, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment for and issuance of the Units, and further agrees to indemnify and hold harmless the Company, each current and future manager, governor, employee, agent and member from and against any and all loss, damage or liability due to, or arising out of, a breach of any agreement, representation or warranty of the undersigned contained herein.

(b) This Agreement shall be construed and interpreted in accordance with Minnesota law and shall inure to the benefit of the Company and its respective successors and assigns.

Dated: May 10, 1998

Peter M. Anderson
Signature

Minnesota
State of Residence

Address to Which Correspondence
Should be Directed

722 19th Ave SW

Peter M. Anderson
Name(s) Typed or Printed

Rochester MN 55902
City, State and Zip Code

287-50-3710
Tax Identification or
Social Security Number

ACCEPTANCE:

ASF, LLC hereby accepts this subscription for 10,000 Units on April __, 1998.

ASF, LLC

By [Signature]
Its [Signature]

646166-2

**SUBSCRIPTION AGREEMENT
INCLUDING INVESTMENT REPRESENTATIONS
UNITS**

The undersigned, Keith Skubitz hereby subscribes for the purchase from ASF, LLC (the "Company") of 10,000 units of ownership of the Company (the "Units"). In consideration of the Units, the undersigned hereby submits, in full payment for such Units, all of the undersigned's right, title and interest in United States Patent Numbers 5,438,075 and 5,545,668 and other glutamine related products (collectively the "Products"). The undersigned agrees to execute such further documents and take such further action as the Company may reasonably request and to perform such other lawful acts as the Company may reasonably require to fully secure and/or evidence the rights or interests provided herein.

The Company shall have the right to apply for patents to cover the Products in the U.S. and foreign countries in the Company's own name including the right to claim any priority rights to which such applications are entitled under international conventions, treaties or otherwise. The undersigned agrees to fully cooperate with the Company in the filing of such patents and agrees to execute, or cause to be executed, all documents reasonably necessary to effectuate and properly document such assignments and transfers, including, without limitations, securing the signature of any individual inventor required to be listed on such patent application assigning all rights in the application, and in the invention described in, to the Company. Any filing fees required to document such transfers shall be payable by the Company.

1. Certain Representations of the Subscriber. In connection with, and in consideration of, the sale of the Units to the undersigned, the undersigned hereby represents and warrants to the Company and its governors, managers, employees, agents and members that the undersigned:

- (a) Has had an opportunity to review and ask questions of the managers of the Company concerning an investment in the Units and desires no further information.
- (b) Realizes that the Company has had no operations and must raise additional funds to support its ongoing operations and to develop products essential to the Company's long-term viability.
- (c) Realizes that a purchase of the Units represents a speculative investment involving a high degree of risk.
- (d) Can bear the economic risk of an investment in the Units for an indefinite period of time, can afford to sustain a complete loss of such investment, has no need for liquidity in connection with an investment in the Units, and can afford to hold the Units indefinitely.
- (e) Realizes that there will be no market for the Units after this offering and that there are significant statutory and contractual restrictions on the transferability of the Units as set forth in Sections 2 and 3 below.

- (f) Realizes that the Units have not been registered for sale under the Securities Act of 1933, as amended (the "Act") or applicable state securities laws (the "State Laws") and may be sold only pursuant to registration under the Act and State Laws or an opinion of counsel that such registration is not required.
- (g) Is experienced and knowledgeable in financial and business matters, capable of evaluating the merits and risks of investing in the Units, and does not need or desire the assistance of a knowledgeable representative to aid in the evaluation of such risks.

2. 180-Day Restriction on Transfer After A Public Offering The undersigned understands that the Company at a future date may file a registration or offering statement (the "Registration Statement") with the Securities and Exchange Commission to facilitate a public offering of its securities. The undersigned agrees, for the benefit of the Company, that should such an initial public offering be made and should the managing underwriter of such offering require, the undersigned will not, without the prior written consent of the Company and such underwriter, during the 180-day period commencing on the effective date of the Registration Statement (the "Lockup Period") (i) sell, transfer or otherwise dispose of, or agree to sell, transfer or otherwise dispose of any of the Units beneficially held by the undersigned during the Lockup Period, (ii) sell, transfer or otherwise dispose of, or agree to sell, transfer or otherwise dispose of any options, rights or warrants to purchase any of the Units beneficially held by the undersigned during the Lockup Period, or (iii) sell or grant, or agree to sell or grant, options, rights or warrants with respect to any of the Units. The foregoing does not prohibit gifts to donees or restrictions set forth herein or transfers by will or the laws of descent to heirs or beneficiaries provided such donees, heirs and beneficiaries shall be bound by the restrictions set forth herein.

3. Investment Intent The undersigned has been advised that the Units have not been registered under the Act or the relevant State Laws but are being offered, and will be offered, and sold pursuant to exemptions from the Act and State Laws, and that the Company's reliance upon such exemptions is predicated in part on the undersigned's representations contained herein. The undersigned represents and warrants that the Units are being purchased for the undersigned's own account and for long term investment and without the intention of reselling or redistributing the Units, that the undersigned has made no agreement with others regarding any of the Units, and that the undersigned's financial condition is such that it is not likely that it will be necessary for the undersigned to dispose of any of the Units in the foreseeable future. The undersigned represents and warrants that the undersigned has a financial net worth or anticipated income such that a sale of such Units need not be made in the foreseeable future to satisfy any financial obligation of which the undersigned is, or contemplates, becoming subject. The undersigned is aware that (i) there is presently no public market for the Units, and, in the view of the Securities and Exchange Commission, a purchase of securities with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the liquidation or settlement of any loan obtained for the acquisition of any of the Units and for which the Units were or may be pledged as security would represent an intent inconsistent with the investment representations set forth above and (ii) the transferability of the Units is restricted and (A) requires the written consent

of the Company and, in the event the Company is effecting the initial public offering of its securities, the managing underwriter of such offering, and (B) will be further restricted by a legend placed on the certificate(s) representing the Units containing substantially the following language:

"The securities represented by this certificate have not been registered under either the Securities Act of 1933 or applicable state securities laws and may not be sold, transferred, assigned, offered, pledged or otherwise distributed for value unless there is an effective registration statement under such Act and such laws covering such securities, or the Company receives an opinion of counsel acceptable to the Company stating that such sale, transfer, assignment, offer, pledge or other distribution for value is exempt from the registration and prospectus delivery requirements of such Act and such laws. Sale or other transfer of these securities is further restricted for up to 180 days following an initial public offering of securities of the Company by the terms of a Subscription Agreement, a copy of which is available for inspection at the offices of the Company."

The undersigned further represents and agrees that if, contrary to the undersigned's foregoing intentions, the undersigned should later desire to dispose of or transfer any of the Units in any manner, the undersigned shall not do so without first obtaining (i) an opinion of counsel satisfactory to the Company that such proposed disposition or transfer may be made lawfully without the registration of such Units pursuant to the Act and applicable State Laws and an agreement by the transferee to be bound by the terms and restrictions of this Subscription Agreement, or (ii) registration of such Units (it being expressly understood that the Company shall not have any obligation to register such Units).

4. Residence. The undersigned represents and warrants that the undersigned is a bona fide resident of (or if an entity is organized or incorporated under the laws of, and is domiciled in), the State listed on the signature page hereof and that the Units are being purchased by the undersigned in the undersigned's name solely for the undersigned's own beneficial interest and not as nominee for, on behalf of, for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization.

5. Miscellaneous.

- (a) The undersigned agrees that the undersigned understands the meaning and legal consequences of the agreements, representations and warranties contained herein, agrees that such agreements, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment for and issuance of the Units, and further agrees to indemnify and hold harmless the Company, each current and future manager, governor, employee, agent and member from and against any and all loss, damage or liability due to, or arising out of, a breach of any agreement, representation or warranty of the undersigned contained herein.
- (b) This Agreement shall be construed and interpreted in accordance with Minnesota law and shall inure to the benefit of the Company and its respective successors and assigns.

Dated: 7-1-98, ~~1997~~

Keith M Skubitz
Signature

Minnesota
State of Residence

Address to Which Correspondence
Should be Directed

2915 W 43rd St

Keith M Skubitz
Name(s) Typed or Printed

Minneapolis MN 55410
City, State and Zip Code

063-44-3614
Tax Identification or
Social Security Number

ACCEPTANCE:

ASF, LLC hereby accepts this subscription for 10,000 Units on April __, 1998.

ASF, LLC

By [Signature]
Its PRESIDENT

646166-2