Substitute Form PTO-1595 Attorney Docket No.: 07039-183001

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Additional name(s) attached? ☐ Yes ☒ No	200 First Street S.W.			
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If this document is being filed with a new application,	the execution date of the application is:			
A. Patent Application No(s).:	B: Patent No(s).:			
09/428,226				
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PATENT

REEL: 011779 FRAME: 0987

## ASSIGNMENT OF INVENTOR AND PATENT RIGHTS

Assignor:

**Gro-Pep Limited** 

Assignee:

Mayo Foundation For Medical Education And Research

Patent Application: U.S. Patent Application No. 09/428,226, entitled "Treatment of Osteoporosis", filed October 27, 1999.

- 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 the 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 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. Assignee shall be solely responsible for all expenses relating to the preparation and prosecution of such patent applications, and the preparation and recordation of such assignments.
- 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 which 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.

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- 7. 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.
- 8. Assignor grants to Assignee the power to insert on the 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.
- 9. This agreement is binding upon and insures to the benefit of the successors and assigns of the parties.

AGREED:

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By:

Name:

Title:

Date

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MAYO FOUNDATION FOR MEDICAL EDUCATION AND RESEARCH

By:

Name:

Rick F. Colvin

Title:

Assistant Treasurer

Date: 4 | 11 /

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