

05-17-2001

Docket No.: 0435.046

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(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**JSR HEALTHBRED LTD.**

Additional names(s) of conveying party(ies)  Yes  No

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

Name: **JSR CLOVER LTD.**

Address: **Southburn**

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: **August 21, 2000**

City: **Driffield** State **East Yorkshire**

Country: **England** ZIP: **YO25 9ED**

Additional name(s) & address(es)  Yes  No

4. Application number(s) or registration numbers(s):

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

Patent Application No. Filing date

**09/214,174** **02/24/99**

B. Patent No.(s)

**6,235,783**

Additional numbers  Yes  No

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

Name: **Philip E. Hansen, Heslin & Rothenberg, P.C.**

Registration No. **32,700**

Address: **5 Columbia Circle**

City: **Albany** State/Prov.: **NY**

Country: **US** ZIP: **12203**

6. Total number of applications and patents involved: **1**

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

**08-1935**

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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.

**Philip E. Hansen**

Name of Person Signing

Signature

**May 11**, 2001

Date

**7**

Total number of pages including cover sheet, attachments, and

**PATENT**

**REEL: 011795 FRAME: 0320**

DATED 21<sup>st</sup> August 2000

(1) JSR HEALTHBRED LTD

(2) JSR CLOVER LTD

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**ASSIGNMENT**

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Baker & McKenzie  
100 New Bridge Street  
London  
EC4V 6JA  
Tel: (020) 7919 1000  
Fax: (020) 7919 1999  
Ref:RWS/KXH

1122109.01

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P. 02

**PATENT**  
**REEL: 011795 FRAME: 0321**

**ASSIGNMENT OF UNITED KINGDOM PATENT APPLICATIONS****DATE:****PARTIES:**

1. **JSR Healthbred Ltd** a company incorporated under the laws of England with registered number 2367950 whose registered office is at Southburn, Driffield, East Yorkshire, YO25 9ED ("the Assignor").
2. **JSR Clover Ltd** a company incorporated under the laws of England with registered number 4017932 whose registered office is at Southburn, Driffield, East Yorkshire YO25 9ED ("the Assignee").

**RECITALS:**

- A. The Assignor is the applicant for the United Kingdom patent short particulars of which are set out in the Schedule ("the Patent Application") pursuant to an assignment from the Scottish Agricultural College dated 24 May 2000.
- B. The Assignor has agreed to assign the benefit of the Patent Application to the Assignee.

**TERMS AGREED:**

1. In consideration of the sum of £1 paid by the Assignee to the Assignor, the receipt of which the Assignor acknowledges, the Assignor hereby assigns to the Assignee with full title guarantee all the benefit of the Patent Application to the intent that the grant of each patent pursuant to the Patent Applications shall be in the name of and vest absolutely in the Assignee, and the right to sue for and obtain full and effective relief in respect of every act of infringement of each patent granted pursuant to the Patent Applications occurring prior to the date of this Assignment.

2. The Assignor warrants and represents that:
- 2.1 neither the validity or the subsistence of the Patent Application, nor its right, title and interest in them is the subject of any current, pending or threatened challenge, claim or proceedings and no objection has been raised to the granting of a patent pursuant to any of the Patent Applications and, so far as the assignor is aware, there are no facts or matters which might give rise to any such challenge, claim, proceedings or objections;
- 2.2 it has not done or omitted to do and is not aware of any act that will prevent the patents that may be granted pursuant to the Patent Application from being granted;
- 2.3 the Patent Application has reached the stages set out in the Schedule;
- 2.4 it has not entered into any agreement, arrangement or understanding (whether legally enforceable or not) for the licensing or otherwise permitting the use or exploitation of the invention claimed in the Patent Application or any patent that may be granted pursuant to the Patent Application or which prevents, restricts or otherwise inhibits the Assignor's freedom to use and exploit that invention or any patent that may be granted pursuant to the Patent Applications;
- 2.5 so far as it is aware after having made due and careful enquiry, none of the patents that may be granted pursuant to the Patent Application are currently being infringed by any third party nor have they been so infringed during the six years preceding the date of this Assignment and no third party has threatened or is currently threatening any such infringement;
- 2.6 the use or other exploitation of any patent that may be granted pursuant to the Patent Application does not require any licence or consent from, or the making of any royalty or similar payment to, a third party and no such use or exploitation would infringe the rights of a third party.

3. The Assignor shall indemnify the Assignee and keep the Assignee indemnified from and against any loss, damage, liability or expense which arises out of or results from:
  - 3.1 any claim that the use or other exploitation of any of the rights hereby assigned infringes the rights of a third party;
  - 3.2 the failure of the Assignor to transfer with [full/limited] title guarantee all the benefit of the Patent Application to the Assignee;
  - 3.3 a breach of any of the warranties and representations made by the Assignor in this Assignment.
  - 3.4 it is the sole owner of all rights, title and interest in or to the Patent Application and it has the full power and authority to enter into this Assignment;
  - 3.5 this Assignment is the first and only transaction, instrument or act of any kind entered into or effected by the Assignor in disposition of the benefit of the Patent Application.
4. The Assignor shall:
  - 4.1 do everything reasonably in its power to assist the Assignee to overcome any objection to the grant of any patent pursuant to the Patent Applications; and
  - 4.2 execute all such further documents, forms and authorisations and depose or swear any declaration or oath as may be required by the Comptroller of Patents or which may, in the reasonable opinion of the Assignee, otherwise be necessary for absolutely vesting all the benefit of the Patent Application in the Assignee.
5. All sums payable to the Assignor under this Assignment are exclusive of VAT which shall where applicable be paid in addition at the rate in force at the due time for payment.

- 6. This Assignment contains the whole agreement between the parties and supersedes any prior agreement whether written or oral between them in relation to its subject matter and the parties confirm that they have not entered into this Assignment upon the basis of any representations that are not expressly incorporated into this Assignment.
- 7. No term of this Assignment is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Assignment.
- 8. In this Assignment, where the context so admits or requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- 9. The construction, validity and performance of this Assignment shall be governed by the laws of England and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim hereunder.

**DULY EXECUTED:**

SIGNED AS A DEED by ) Director T. Ryan  
 I )

for and on behalf of )  
**JSR HEALTHBRED LIMITED** )  
 in the presence of: ) Director/Secretary Deryk Milburn

SIGNED AS A DEED by ) Director [Signature]  
 [ ] )

for and on behalf of )  
**JSR CLOVER LIMITED** )  
 in the presence of: ) Director/Secretary [Signature]

**SCHEDULE**

<u>Application No.</u>	<u>Short Title</u>	<u>Inventor</u>	<u>Priority</u> <u>Date</u>
WO/98/00125	Improvement of Male Fertility with Antioxidants and/or polyunsaturated fatty acids.		29/6/96
[975774		South African Patent	
97929374.3		European Patent Application	
214174		US Patent Application	
2259330		Canadian Patent Application]	