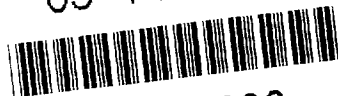


Form PTO-1619
06-30-99

REC

05-14-2002



102089000

Docket No.: 34539.000

U.S. Department of Commerce
Patent and Trademark Office

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

1. Submission Type:

- ☒ New
☐ Resubmission (Non-Recordation)
Document ID # _____
☐ Correction of PTO Error
Reel # _____ Frame # _____
☐ Corrective Document
Reel # _____ Frame # _____

5.6.02

2. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Change of Address ☐ License
☐ Other _____
Execution Date: March 25, 2002

U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

3. Name of conveying party(ies):

DMV U.S.A., Inc.

Additional name(s) of conveying party(ies) attached?
☐ Yes ☒ No

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

Dr. John H. Abeles
Northlea Partners, Ltd.
2365 N.W. 41 Street
Boca Raton, FL 33431

William C. Boon
17702 West Buena Vista Drive
Surprise, AZ 85374

Additional name(s) and address(es) attached?
☒ Yes ☐ No

5. Application or patent number(s):

A. Patent Application No.(s):
(Include filing date)

B. Patent No.(s): 5,486,368 Issued: January 23, 1996

Additional numbers attached? ☐ Yes ☒ No

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

Intellectual Property Department
DEWITT ROSS & STEVENS S.C.
Firstar Financial Centre
8000 Excelsior Drive, Suite 401
Madison, WI 53717-1914

7. Total number of application and patents involved: 1

8. Total fee (37 CFR 3.41). \$40.00
☒ Enclosed
☐ Previously Submitted
☐ Authorized to charge to deposit account

9. Deposit account number: 18-2055
(Attach duplicate copy of this page if paying by deposit account)

05/13/2002 DBYRNE 00000221 5486368

01 FC:581 40.00 DP

10. 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.

HARLES S. SARA

Name of Person Signing

Signature

Date

4/9/2002

Total number of pages including cover sheet: 6

OMB No. 0651-0027

PATENT
REEL: 012875 FRAME: 0617

Attachment to Recordation Form Cover Sheet

**Dr. Brooks Church, Deceased
Represented by Jean M. Church
329 W. Caley Dr.
Littleton, CO 80120**

**Columbine Venture Fund, Ltd.
c/o Terry Winters
10040 E. Happy Valley Rd.
Scottsdale, AZ 85255**

**Richard A. Disanza
2065 Fairway Circle
Hudson, OH 44236**

**Larry Hanson
122 Albion Street
Denver, CO 80222**

**Stephen A. Holt
2777 East Jamieson Avenue
Littleton, CO 80122**

**David A. Myers
7971 South Upham Street
Littleton, CO 80173**

**Robert Rinehardt (heirs)
11522 Gilpin Street
Denver, CO 80233**

**Dr. Joseph J. Ruocco
310 North 1 Street
Colwich, KS 67030**

**THCG (successor to Walnut Capital Corp.)
512 - 7th Avenue, Suite 1700
New York, NY 10018**

**Cal Zeff
Avenida Del Mundo
Coronado, CA 92118**

ASSIGNMENT

This document is an ASSIGNMENT made by the ASSIGNOR:

DMV U.S.A., Inc. of 1712 Deltown Plaza
Fraser, NY 13753

to the ASSIGNEES, as set forth on the attached Exhibit A.

For good and valuable consideration, the receipt of which is acknowledged:

1. Assignment.

The ASSIGNOR sells and assigns to the ASSIGNEES, in such percentages as is set forth in the attached Exhibit A, and to the ASSIGNEES' successors and assignees, the entire right, title and interest in the invention entitled **PRODUCTION OF A CULTURED YEAST PRODUCT FROM WHEY PERMEATE, YEAST CREAM AND YEAST CENTRATE** set forth in the following United States patent:

Title:	PRODUCTION OF A CULTURED YEAST PRODUCT FROM WHEY PERMEATE, YEAST CREAM AND YEAST CENTRATE
Inventors:	Rudolph de Boer Roland K. Kramer Ronald W. McKernan
Date of Patent:	January 23, 1996
Patent Number:	5,486,368

The ASSIGNOR acknowledges that its entire beneficial interest in the invention to which the above application relates is irrevocably vested in the ASSIGNEES, including the right to apply for protection in all countries abroad and the right to claim priority under any International Conventions for such applications, and assent to the making of any such applications and any substitutes, refiles, divisions, or continuations resulting from any such applications, with or without priority claims. The ASSIGNOR acknowledges that the ASSIGNEES shall hold all interests in the invention as fully and completely as they would have been held by the ASSIGNOR had this ASSIGNMENT not been made.

2. Other Matter Encompassed.

This sale and assignment extends to the previously-noted matter, and also (a) any related substitute, refile, divisional, or continuation applications filed in the United States and elsewhere; (b) any subsequent patent applications filed in the United States or elsewhere claiming the benefit of priority to this or any of the aforementioned applications; (c) any patents issuing out of any of the aforementioned applications, and any reissues or extensions of such patents; and (d) any other patent applications or patents relating to the invention set forth in the application(s) identified above.

3. Assignor Certification of Ownership.

The ASSIGNOR covenants that it has the full right to convey the entire right, title and interest in the invention to the ASSIGNEES, and that it has not executed and will not execute any agreement in conflict with this ASSIGNMENT.


4. Assignor Assistance in Securing Rights.

The ASSIGNOR covenants that it will at any time and upon request execute and deliver any and all papers that may be necessary or desirable to perfect the title in the invention, or the title in any application regarding the invention or in any patents that may be granted for the invention. If the ASSIGNEES or their successors or assignees desire to make substitute, refile, division, or continuation applications for the invention, or to secure a reissue or extension of a patent for the invention, or to file a disclaimer relating to the invention, or to make an application for a corresponding patent in any foreign country, the ASSIGNOR covenants that it will at any time and upon request sign all papers, make all rightful oaths, and do all lawful acts necessary for these purposes, but at the expense of the ASSIGNEES.

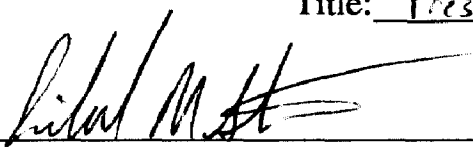
The ASSIGNOR covenants that it will at all times communicate to the ASSIGNEES, their successors, assigns, and legal representatives, all facts relating to the invention and any applications or patents relating to the invention known to the ASSIGNOR, and testify as to these facts in interferences or other litigation when requested to do so, but at the expense of the ASSIGNEES.

Executed this 25th day of March, 2002.

ASSIGNOR: DMV U.S.A., INC.

By: 
~~Johannes C. Schut~~ Steven Braun

Title: President

Witness: 

Printed Name: Richard M. Stock

Date: March 25, 2002

EXHIBIT A

<u>Owner</u>	<u>Ownership Percentage</u>
Dr. John H. Abeles Northlea Partners, Ltd. 2365 N.W. 41 Street Boca Raton, FL 33431	6.85
William C. Boon 17702 West Buena Vista Drive Surprise, AZ 85374	31.00
Dr. Brooks Church (heirs) Littleton, CO	0.40
Columbine Venture Fund, Ltd.	25.80
Richard A. Disanza 2065 Fairway Circle Hudson, OH 44236	1.90
Larry Hanson 122 Albion Street Denver, CO 80222	0.15
Stephen A. Holt 2777 East Jamieson Avenue Littleton, CO 80122	1.15
David A. Myers 7971 South Upham Street Littleton, CO 80173	19.0
Robert Rinehardt (heirs) 11522 Gilpin Street Denver, CO 80233	0.2
Dr. Joseph J. Ruocco 310 North 1 Street Colwich, KS 67030	3.1
THCG (successor to Walnut Capital Corp.) 512 - 7th Avenue, Suite 1700 New York, NY 10018	10.35
Cal Zeff	0.10