

FORM PTO-1595 (modified)

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SHEET

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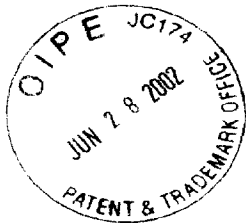
Patent and Trademark Office

102144992

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

<p>1. Name of conveying party(ies):</p> <p>Arun Kumar SINHA Bhupendra Prasad JOSHI Ruchi ACHARYA</p> <p>Additional conveying party(ies) NO</p>	<p>2. Name and address of receiving party(ies):</p> <p>Council of Scientific &amp; Industrial Research Rafi Marg New Delhi 110 001, India</p>
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06/28/02



3. Nature of conveyance: **ASSIGNMENT**

Execution Date: **May 30, 2002**

Additional name(s) & address(es) attached? NO

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

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

A. Patent Application Number(s): 10/107,844

B. Patent Number(s):

Additional numbers attached? NO

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

Bernhard D. Saxe  
FOLEY & LARDNER  
Washington Harbour  
3000 K Street, N.W., Suite 500  
Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00


Check Enclosed

Charge to deposit account

8. Deposit account number: 19-0741

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Bernhard D. Saxe  June 28, 2002

Name of person signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

07/03/2002 LMUELLER 00000224 10107844

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40.00 DP

**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, **Arun Kumar SINHA** of Institute of Himalayan Bioresource Technology, Palampur, Himachal Pradesh 176 061, India, **Bhupendra Prasad JOSHI** of Institute of Himalayan Bioresource Technology, Palampur, Himachal Pradesh 176 061, India, and **Ruchi ACHARYA** of Institute of Himalayan Bioresource Technology, Palampur, Himachal Pradesh 176 061, India, (hereinafter entitled **A PROCESS FOR THE PREPARATION OF PHARMACOLOGICALLY ACTIVE  $\alpha$ -ASARONE FROM TOXIC  $\beta$ -ASARONE RICH ACORUS CALAMUS OIL** (Atty. Dkt. No.056859-0149) for which an application for United States Letters Patent was filed on March 28, 2002 as Application No.10/107,844; and

*WHEREAS*, **Council of Scientific and Industrial Research**, a corporation duly organized and existing under the laws of the State of India and having its principal place of business at Rafi Marg, New Delhi 110 001, India (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, power of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

Protection for said invention or inventions, improvements, and modifications under the intellectual property law of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY AUTHORIZES the law firm of **Foley & Lardner** to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 30<sup>th</sup> day of MAY, 2002.

Arun Kumar Sinha  
Arun Kumar SINHA

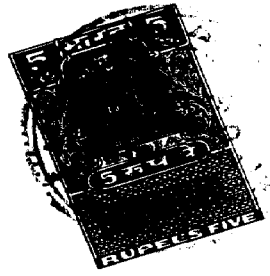
State of Himachal Pradesh )  
Country of India )ss.

On this 31<sup>st</sup> day of MAY, 2002, before me, a notary public in and for said country, appeared Arun Kumar SINHA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Seal)

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ATTEST  
NOTARY PUBLIC  
31/5/02

Mrs. ASHOK BHARDWAJ  
Advocate, Notary Public  
Appointed By Center Govt.  
CL.No. 100/2001 House Court  
Page 2 of 3

Executed this 30<sup>th</sup> day of MAY, 2002.

Bhupendra Prasad Joshi  
Bhupendra Prasad JOSHI

State of Himachal Pradesh )  
Country of India )ss.

On this 31<sup>st</sup> day of MAY, 2002, before me, a notary public in and for said country, appeared Bhupendra Prasad JOSHI, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Notary Public

My Commission Expires: \_\_\_\_\_

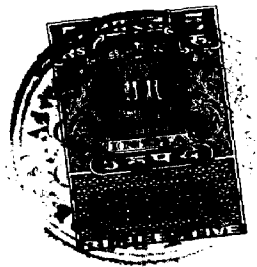
**ATTESTED**  
NOTARY PUBLIC, DELHI  
*[Signature]*

Ruchi Acharya  
Ruchi ACHARYA

Executed this 30<sup>th</sup> day of MAY, 2002.

State of HIMACHAL PRADESH )  
Country of INDIA )ss.

On this 31<sup>st</sup> day of MAY, 2002, before me, a notary public in and for said country, appeared Ruchi ACHARYA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Notary Public

My Commission Expires: \_\_\_\_\_

**ATTESTED**  
NOTARY PUBLIC, DELHI  
*[Signature]*  
31/5/02

Mrs. ASHOK BHARDWAJ  
Advocate, Notary Public  
Appointed by Govt.  
R. No. 503  
Ch. No. 56, Patiala House Court  
NEW DELHI