

05-23-2003

ER SHEET

102455303

Our Docket No.: 13996

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

1. Name of conveying party(ies):
Donald L. Smith
Fazli Mabood
Hao Zhang

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 26, 2003, March 26, 2003 & August 15, 2002

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

Street Address: 3550 University Street
City: Montreal
State: Quebec H3A 2A7 canada

Zip:

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

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: _____

Title: Methods and Compositions for Production of Lipo-Chito Oligosaccharides by Rhizobacteria
A. Patent Application No.(s)

10/146,034

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ralph A. Dowell

Internal Address: _____

Street Address:

Suite 309,
1215 Jefferson Davis Highway
Arlington, VA 22202-3124
(703) 415-2555

6. Total number of applications and patents involved: 1

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Ralph A. Dowell 26,868

Name of Person signing

Signature

May 20, 2003

Date

Total number of pages including cover sheet, attachments and documents: 6

Mail documents to be recorded with required cover sheet information to:
Commission of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/22/2003 EDOOPER 00000166 10146034

01 FC:0021

40.00 DP

ASSIGNMENT

WHEREAS, we, DONALD L. SMITH, citizen of Canada, residing at P.O. Box 86, 21111 Lakeshore Road, Ste-Anne-de-Bellevue, Quebec, H9X 3V9, Canada; FAZLI MABOOD, citizen of Pakistan, residing at #15, 2 Maple Avenue, Ste-Anne-de-Bellevue, Quebec, Canada; and HAO ZHANG, citizen of China, residing at 11173 Kelowna Road, #42, San Diego, California, 92126, United States of America, respectively, have invented certain improvements in

METHODS AND COMPOSITIONS FOR PRODUCTION OF LIPO-CHITO OLIGOSACCHARIDES BY RHIZOBACTERIA

for which applications for a patent such invention have been filed in the United States of America on May 16, 2002 under Serial No. 10/146,034 and on July 6, 2001 under Serial No. 60/303,037 (hereinafter referred to as the "Applications");

AND WHEREAS, MCGILL UNIVERSITY, whose full post office address is 3550 University Street, Montreal, Quebec, H3A 2A7, Canada, (hereinafter referred to as the "Assignee") is desirous of acquiring the entire right, title, and interest in and to said inventions and discoveries, and in and to the Applications inclusive of any and all priority rights derived therefrom for any and all countries in the world, and in and to any and all Letters Patent issuing in any and all countries in the world, to be granted for said inventions and discoveries based on any of said Applications or on a patent application filed in any country claiming priority from any of said Applications;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we the assignors, do hereby sell, assign, transfer, and set over unto the Assignee, its successors and assigns, our entire right, title, and interest in and to the inventions and discoveries disclosed in the Application, and in and to the Applications and any continuations or divisions thereof and all priority rights derived therefrom, and in and to any and all patent applications and any continuations or divisions thereof filed in any country claiming priority from any of the Applications, and in and to all Letters Patent which may be granted upon the Applications or upon patent applications filed in any and all countries in the world claiming priority from any of the Applications, and in and to any and all reissues, substitutions, or prolongations thereof; the same to be held and enjoyed by the Assignee for its own use and behoof, and for the use and behoof of its successors and assigns, to the full end of the term or terms for which said Letters Patent, or reissues, substitutions, or prolongations thereof may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made;

AND we hereby agree that, upon request, and without further consideration, but at the expense of the Assignee, we will communicate to the Assignee or its representatives or nominees any facts known to us respecting said inventions and discoveries and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, and reissue application, make all rightful oaths and generally aid the Assignee, its successors, assigns, and nominees to obtain and enforce proper patent protect for said inventions and discoveries in all countries, and we further agree to execute any and all further papers which may be necessary or desirable to vest or perfect the title of the Assignee, its successors and assigns, in and to said inventions and discoveries, and in and to any and all Letters Patent or reissues thereof which may be granted upon applications in any and all countries in the world.

AND we hereby authorize and request any official whose duty it is to issue patents to issue each and every Letters Patent to be granted upon the aforesaid application in any and all countries, and each and every reissue of said Letters Patent, to the Assignee, its successors and assigns, as the assignee of our entire right, title and interest therein, in accordance with this assignment.

THIS assignment made effective as of July 6, 2001.

SIGNED at Ste. Anne de Bellevue, QC, this 26 day of March, 2002.
Supanjan
WITNESS
DONALD L. SMITH

SIGNED at Ste. Anne-de-Bellevue, QC, this 26 day of March, 2002.
Supanjan
WITNESS
FAZLI MABOOD

SIGNED at _____, this ____ day of _____, 2002.

WITNESS
HAO ZHANG

ASSIGNMENT

WHEREAS, we, DONALD L. SMITH, citizen of Canada, residing at P.O. Box 86, 21111 Lakeshore Road, Ste-Anne-de-Bellevue, Quebec, H9X 3V9, Canada; FAZLI MABOOD, citizen of Pakistan, residing at #15, 2 Maple Avenue, Ste-Anne-de-Bellevue, Quebec, Canada; and HAO ZHANG, citizen of China, residing at 11173 Kelowna Road, #42, San Diego, California, 92126, United States of America, respectively, have invented certain improvements in

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AND WHEREAS, MCGILL UNIVERSITY, whose full post office address is 3550 University Street, Montreal, Quebec, H3A 2A7, Canada, (hereinafter referred to as the "Assignee") is desirous of acquiring the entire right, title, and interest in and to said inventions and discoveries, and in and to the Applications inclusive of any and all priority rights derived therefrom for any and all countries in the world, and in and to any and all Letters Patent issuing in any and all countries in the world, to be granted for said inventions and discoveries based on any of said Applications or on a patent application filed in any country claiming priority from any of said Applications;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we the assignors, do hereby sell, assign, transfer, and set over unto the Assignee, its successors and assigns, our entire right, title, and interest in and to the inventions and discoveries disclosed in the Application, and in and to the Applications and any continuations or divisions thereof and all priority rights derived therefrom, and in and to any and all patent applications and any continuations or divisions thereof filed in any country claiming priority from any of the Applications, and in and to all Letters Patent which may be granted upon the Applications or upon patent applications filed in any and all countries in the world claiming priority from any of the Applications, and in and to any and all reissues, substitutions, or prolongations thereof; the same to be held and enjoyed by the Assignee for its own use and behoof, and for the use and behoof of its successors and assigns, to the full end of the term or terms for which said Letters Patent, or reissues, substitutions, or prolongations thereof may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made;

ATTN: Patrick Viondin

AND we hereby agree that, upon request, and without further consideration, but at the expense of the Assignee, we will communicate to the Assignee or its representatives or nominees any facts known to us respecting said inventions and discoveries and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, and reissue application, make all rightful oaths and generally aid the Assignee, its successors, assigns, and nominees to obtain and enforce proper patent protect for said inventions and discoveries in all countries, and we further agree to execute any and all further papers which may be necessary or desirable to vest or perfect the title of the Assignee, its successors and assigns, in and to said inventions and discoveries, and in and to any and all Letters Patent or reissues thereof which may be granted upon applications in any and all countries in the world.

AND we hereby authorize and request any official whose duty it is to issue patents to issue each and every Letters Patent to be granted upon the aforesaid application in any and all countries, and each and every reissue of said Letters Patent, to the Assignee, its successors and assigns, as the assignee of our entire right, title and interest therein, in accordance with this assignment.

THIS assignment made effective as of July 6, 2001.

SIGNED at _____, this ____ day of _____, 2002.

WITNESS

DONALD L. SMITH

SIGNED at _____, this ____ day of _____, 2002.

WITNESS

FAZLI MABOOD

SIGNED at ~~Hao Zhang~~ San Diego, this 15th day of August, 2002.

Yuan Lu

WITNESS

Hao Zhang

HAO ZHANG

**SIGN
DATE**

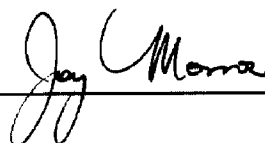
NOTARIAL CERTIFICATE

PROVINCE OF ONTARIO)

TO WIT)

I, Joy Dora Morrow, a Notary Public in and for the Province of Ontario, by Royal authority duly appointed, residing at the City of Ottawa, in the said province, do certify that the paper writing hereto annexed are true copies of documents produced and shown to me and purporting to be original assignments from Donald L. Smith, Fazli Mabood and Hao Zhang to MCGILL UNIVERSITY being executed 26 March 2003 and 15 August 2002, the said copies having been compared by me with the said original documents, an act whereof being requested I have granted my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my notarial seal this 14th day of May 2003, at the City of Ottawa, Canada.

A handwritten signature in cursive script, appearing to read "Joy Dora Morrow", is written over a horizontal line.

A Notary Public in and for
the Province of Ontario