

1-5-04

RECORDATION PATENT

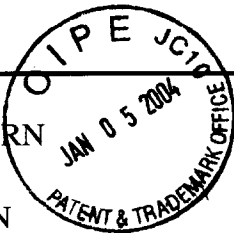
01-12-2004

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P.O. Box 1450  
Alexandria, VA 22313-1450



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it(s) or copy(ies) thereof.



1. Name of Conveying Party(ies):

Linda ARTERBURN Harry OKEN  
Diane BENISEK Mary VAN ELSWYK  
James HOFFMAN

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

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: MARTEK BIOSCIENCES CORPORATION  
Address: 6480 Dobbin Road  
Columbia, Maryland 21045

Country: USA Country:   
Additional name(s) and address(es) attached?  Yes  No

3. Nature of Conveyance:

Assignment  Merger  Change of Name  
 Verified Translation  Security Agreement  Other: \_\_\_\_\_

Execution Date: **October 29, 2003; October 30, 2003; October 23, 2003; October 31, 2003; November 18, 2003**

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

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

A. Patent Application No(s): 10/627,077 B. Patent No(s):

Others on additional sheet(s) attached?  Yes  No

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

**Laurence Posorske**  
Intellectual Property Department  
Hunton & Williams LLP  
1900 K Street, N.W.; Suite 1200  
Suite 1200  
Washington, DC 20006-1109  
(202) 955-1500 (telephone)  
(202) 778-2201 (facsimile)

6. Total number of applications and patents involved:

Application(s): 1  
+ Patent(s): \_\_\_\_\_  
= Total: 1

7. Total Fee (37 C.F.R. § 3.41) . . . . \$ **40.00**

Enclosed  
 Authorized to be charged to Deposit Account

8. Deposit Account No.: 50-0206

(Duplicate copy of this sheet attached)  
 Charge any underpayment or credit any overpayment to above Deposit Account

DO NOT USE THIS SPACE

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.

Jeffrey T. Perez  
Name of Person Signing

Signature

January 5, 2004  
Date

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

**5**

01/08/2004 JBALINAN 00000076 10672077

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40.00 OP

## ASSIGNMENT

WHEREAS, WE, Linda ARTERBURN, residing at 5111 Avoca Avenue, Ellicott City, Maryland 21043; Diane BENISEK, residing at 104 Southway, Severna Park, Maryland 21146; James HOFFMAN, residing at 913 Hickory Drive, Blue Bell, Pennsylvania 19422-1516; Harry OKEN, residing at 11808 Sweet Land Way, Columbia, Maryland 21044; Mary Van Elswyk, residing at 10350 Macedonia St., Longmont, Colorado 80503; have invented certain new and useful improvements in and to the subject matter of:

### **IMPROVED GLYCEMIC CONTROL FOR PREDIABETES AND/OR DIABETES TYPE II USING DOCOSAHEXAENOIC ACID**

described in U.S. Patent Application No. 10/627,077 filed September 29, 2003;

AND, WHEREAS, MARTEK BIOSCIENCES CORPORATION, a company organized under the laws of the United States, having a place of business located at 6480 Dobbin Road, Columbia, Maryland 21045, USA (hereinafter "ASSIGNEE"), fully and exclusively owns throughout the world the entire right, title and interest in said improvements and Application due at least to a previous and valid assignment of same from WE to ASSIGNEE;

~~YET, WHEREAS, ASSIGNEE wishes to further confirm its full and undivided ownership rights in said improvements and Application, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, WE do hereby sell, assign and transfer to said ASSIGNEE, its successors, assigns and legal representatives, any right, title or interest in said improvements or Application that WE may have, including any right, title or interest throughout the world in any other applications including any divisional, provisional, renewal, substitute, continuation, reexamination or reissue applications, based in whole or in part on or related to said improvements or Application, and in and to any and all letters patent, including extensions thereof, which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;~~

AND WE hereby authorize and request our agents, Hunton & Williams, 1900 K Street, N.W., Suite 1200, Washington, DC 20006-1109, to insert hereon any identification necessary or desirable for recordation of this document, including the filing date and application number of said Application when known.

~~AND WE hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to further secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;~~

AND WE hereby covenant for ourselves and our legal representatives, and agree with ASSIGNEE, its successors and assigns, that we have not knowingly granted a right or

license to make, use, sell or offer to sell said improvements, to anyone except ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said improvements had not to our knowledge been otherwise encumbered, and further that, in the unlikely event that the terms of a prior or copending assignment, agreement, memorandum or understanding may unbeknownst to us encumber such right, title or interest or may differ from or contradict the terms of this Assignment, then the terms of Assignment shall supercede to the extent permissible by law any such encumbrance or differing or contradictory terms;


AND WE do hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

10/29/03  
Date

  
Linda ARTERBURN

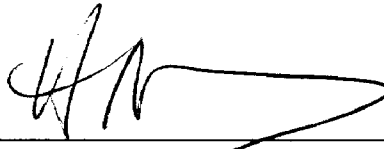
10/30/03  
Date

  
Diane BENISEK

Oct 23, 2003  
Date

  
James HOFFMAN

10/31/03  
Date

  
Harry OKEN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Van Elswyk

HUNTON & WILLIAMS  
INTELLECTUAL PROPERTY DEPARTMENT  
1900 K STREET, N.W.  
SUITE 1200  
WASHINGTON, DC 20006-1109  
(202) 955-1500 (TELEPHONE)  
(202) 778-2201 (FACSIMILE)

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AND WE hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to further secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND WE hereby covenant for ourselves and our legal representatives, and agree with ASSIGNEE, its successors and assigns, that we have not knowingly granted a right or

Appl. No. 10/627,077  
Atty. No.: 62611.000235

license to make, use, sell or offer to sell said improvements, to anyone except ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said improvements had not to our knowledge been otherwise encumbered, and further that, in the unlikely event that the terms of a prior or copending assignment, agreement, memorandum or understanding may unbeknownst to us encumber such right, title or interest or may differ from or contradict the terms of this Assignment, then the terms of Assignment shall supercede to the extent permissible by law any such encumbrance or differing or contradictory terms;

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Date

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Linda ARTERBURN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diane BENISEK

\_\_\_\_\_  
Date

\_\_\_\_\_  
James HOFFMAN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harry OKEN

\_\_\_\_\_  
Date

11/18/03

\_\_\_\_\_  
Mary VAN ELSWYK



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