

02-04-2004



To the Honorable Commissioner of Patents a

102661831

al documents or copy thereof.

1. Name of conveying party(ies):

Matthew Nilles
Jyl S. Matson

2.2.04

2. Name and address of receiving party(ies)

Name: University of North Dakota

Address: Office of Research & Program
Development, University of North Dakota, P.O. Box 7134,
Grand Forks, ND 58202-7134

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

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: January 28, 2004

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.

Typed or printed name: Betty Vowles

Signature: Betty Vowles

Date: January 29, 2004

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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:

A. Patent Application No.(s)
10/622,220

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: TraskBritt

Internal Address: _____

Street Address: P.O. Box 2550

City: Salt Lake City State: UT Zip: 84110

6. Total number of applications and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-1469

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9. Statement and signature.

Attorney Docket No.: 3128-6046US

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.

Bretton L. Crockett
Name of Person Signing
Reg. No. 44,632

[Signature]
Signature

January 29, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

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Attorney Docket No. 3128-6046US

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to University of North Dakota ("ASSIGNEE"), a university of the state of North Dakota having a place of business at Office of Research & Program Development, University of North Dakota, P.O. Box 7134, Grand Forks, ND 58202-7134, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 10/622,220 filed on July 18, 2003, and entitled **YERSINIA SPECIES COMPOSITION**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:

Matthew Nilles Date 1/28/04
Matthew Nilles
Address: 4915 6th Avenue N, Grand Forks, North Dakota 58203

Jyl S. Matson Date _____
Address: 107 Fieldcrest St. #102 Ann Arbor, Michigan 48103

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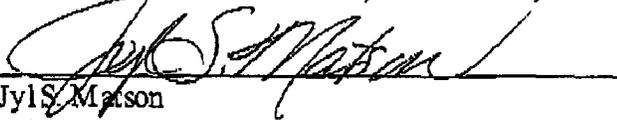
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