

07-15-2004



102791414

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Ven Subbiah

7-6-04

Execution Date(s) July 1, 2004

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

2. Name and address of receiving party(ies)

Name: PhytoMyco Research Corporation

Internal Address: _____

Street Address: 1800 N. Greene Street

City: Greenville

State: North Carolina

Country: USA Zip: 27834

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

10885354

Additional numbers attached? Yes No

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

Name: A. Jose Cortina
Daniels Daniels & Verdonik, P.A.
Internal Address: _____

Street Address: Suite 200 Generation Plaza
1822 N.C. Highway 54 East

City: Durham

State: NC Zip: 27713

Phone Number: (919) 544 5444

Fax Number: (919) 544 5920

Email Address: JCortina@d2vlaw.com

6. Total number of applications and patents involved:

One

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Kevin E Flynn
Signature

July 6, 2004

Date

Kevin E Flynn Reg # 37,325
Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 015556 FRAME: 0624

22141 U.S. PTO
10/885354

070604

ASSIGNMENT OF INVENTION

WHEREAS, Ven Subbiah (hereinafter ASSIGNOR), of 901-13 Treybrooke Circle, Greenville, North Carolina 27834, is the inventor of the one or more new and useful improvements described in a patent application with attorney docket number 0724-010 with title:

IDENTIFICATION OF COMPOSITIONS, COMPOSITIONS, AND METHODS OF TREATMENT OF OBESITY AND OVERWEIGHT CONDITIONS

WHEREAS, Assignor previously assigned his rights in United States Provisional Patent Application Serial Number 60/485,808 filed on or about July 9, 2003 with title METHOD OF TREATMENT OF OBESITY;

WHEREAS, the invention described in the IDENTIFICATION OF COMPOSITIONS, COMPOSITIONS, AND METHODS OF TREATMENT OF OBESITY AND OVERWEIGHT CONDITIONS application may be deemed to be broader or more detailed than the provisional application referenced above and claims priority to said provisional application,

WHEREAS, PhytoMyco Research Corporation of 1800 N. Greene Street, Greenville, North Carolina 27834, (ASSIGNEE) is desirous of memorializing the transfer of the any right, title or interest not previously assigned to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE, its successors, assigns, and legal representatives, the full, exclusive, non-revocable, and worldwide rights to the said improvements, including all letters patents which result directly or indirectly from the referenced United States and PCT patent applications, including patents arising under a non-provisional application, continuation, continuation in part, reissue, re-examination proceeding, or any other process granting legal rights within the United States or anywhere in the world, including all rights obtainable from said improvements, in the United States and all foreign countries, together with the right of priority for all member countries under: the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres including related rights such as utility model registration, inventor's certificates, defensive publications, and the like;

And, ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from the referenced application to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, and for the use and behalf of ASSIGNEE's successors, assigns, and legal representatives, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made;

And, ASSIGNOR hereby grants to ASSIGNEE the right to file applications in any or all countries on any of the conveyed intellectual property in the name of the ASSIGNOR, in the name of the ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable;

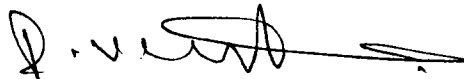
And, ASSIGNOR hereby agrees to transfer a like interest upon request of said ASSIGNEE, ASSIGNEE's successors, assigns, and legal representatives, and without further remuneration, to any improvements, and applications for patents based thereon, growing out of or related to the said improvements; and to execute any papers by ASSIGNEE, his successors, assigns, and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to the improvements hereby transferred;

Agreeing, further, upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE;

And, ASSIGNOR hereby further covenants and agrees that ASSIGNOR has the full right to convey the entire interest herein assigned, and ASSIGNOR has not and will not execute any agreement in conflict herewith;

And, ASSIGNOR hereby covenants and agrees to communicate to ASSIGNEE any facts know to that ASSIGNOR respecting said improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to obtain and enforce proper patent protection for said improvements in all countries.

Assignor



In testimony whereof, I hereunto set my hand this 1st day of July, 2004.



(signature of Ven Subbiah (Assignor))

STATE OF NORTH CAROLINA
Craven COUNTY

I, Patricia A Brown, a Notary Public for Craven County, North Carolina, do hereby certify that Ven Subbiah personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

In witness my hand and official seal, this the 1st day of July, 2004.

Patricia A Brown
Notary Public

My commission expires: June 26, 2008

