

Altera Docket No. 1871.1-US-U1

Form PTO 1595

Recordation Form Cover Sheet

U.S. Department of Commerce

PATENTS ONLY

Patent and Trademark Office

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

1. Name of conveying party(ies)

William H. Frey II
John Randall Fawcett

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

HealthPartners Research Foundation
8100 34th Avenue South
Bloomington, Minnesota 55440Additional names(s) of conveying party(ies) ☐ Yes ☒ NoAdditional name(s) & addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: April 20, 2004; July 11, 2005

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 Number(s)

09/844450

Patent Number(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name Jeffrey R. Stone
Address: Altera Law Group
6500 City West Parkway, Suite 100
Minneapolis, Minnesota 55344-7704

6. Total number of applications and patents involved: 1

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

- ☐ Enclosed
☒ Authorized to charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit Account number: 50-1038

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 R. Stone
Name of Person Signing

Signature

September 12, 2005
Date

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

I hereby certify that this paper (and the documents referenced herein) is/are being transmitted by facsimile to the U.S. Patent and Trademark Office on the date shown below.

September 12, 2005

Mary Johnston
Name

Signature

ASSIGNMENT

Attorney Docket No. 83935

WHEREAS, we, William H. Frey, II, residing at 4800 Centerville Road, Apt. 216, White Bear Lake, Minnesota 55127 and John Randall Fawcett, residing at 2391 River Plaza, Apartment 125a, Sacramento, CA 95833, are the joint inventors of METHODS AND COMPOSITIONS FOR ENHANCING CELLULAR FUNCTION THROUGH PROTECTION OF TISSUE COMPONENTS for which we filed an application for Letters Patent of the United States on April 27, 2001, application number 09/844,450, claiming the benefit of the following provisional applications: 60/200,843, filed May 1, 2000, which was entitled METHODS AND COMPOSITIONS FOR ENHANCING CELLULAR FUNCTION AND PROTECTING A RECEPTOR; 60/230,263, filed September 6, 2000, which was entitled METHODS AND COMPOSITIONS FOR ENHANCING CELLULAR FUNCTION AND PROTECTING A RECEPTOR; and 60/233,025, filed September 15, 2000, which was entitled METHODS AND COMPOSITIONS FOR ENHANCING CELLULAR FUNCTION AND PROTECTING A RECEPTOR; and

WHEREAS, HealthPartners Research Foundation, a nonprofit corporation organized and existing under the laws of the State of Minnesota, and having an office and place of business at 8100 34th Avenue South, Bloomington, Minnesota (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application for the United States and for all foreign countries and in and to any and all foreign and domestic Letters Patent which may be granted therefor;

NOW, THEREFORE, to all whom it may concern, in accordance with the Intellectual Property Policy of Ramsey Foundation (now HealthPartners Research Foundation) approved July 29, 1992, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have jointly and by these presents do hereby sell, assign, transfer and convey unto the said Assignee, its successors and assigns, the entire right, title and interest for all countries in and to the said invention and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom, and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns;

AND, for the consideration aforesaid, we materially represent to Assignee, its successors and assigns, that at the time of the execution and delivery of these presents, we are the joint lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above mentioned, and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth;

AND, for the consideration aforesaid, we hereby individually covenant and agree to and with Assignee, its successors and assigns, that whenever its counsel or the counsel of its successors or assigns, learned in the law, shall advise that an amendment or division of, or any continuation-in-part thereof, or any other proceeding in connection with the filing or prosecution of said domestic or foreign patent applications, including interference proceedings, is lawful and desirable, or that a reissue or extension of said Letters Patent is lawful and desirable, we, or our executors, administrators or assigns will sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or extension of the same, without charge to Assignee, its successors or assigns, but at Assignee's expense.

ASSIGNMENT

Inventors: Frey, et al.

Attorney Docket No. 83935

Page Two

We hereby request the Honorable Commissioner of Patents to issue the Letters Patent to Assignee in accordance with this instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20 day of April, 2004.

William H. Frey, II
William H. Frey, II

STATE OF MINNESOTA)

COUNTY OF Washington) ss.

On this 20th day of April, 2004, before me personally appeared William H. Frey, II, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Jane Buettner
Notary Public



ASSIGNMENT

Attorney Docket No. 1871.1-US-U1

WHEREAS, we, William H. Frey, II, residing at 4800 Centerville Road, Apt. 216, White Bear Lake, Minnesota 55127 and John Randall Fawcett, residing at 562 Kendall Avenue, Apt. 35, Palo Alto, California 94306, are the joint inventors of METHODS AND COMPOSITIONS FOR ENHANCING CELLULAR FUNCTION THROUGH PROTECTION OF TISSUE COMPONENTS for which we filed an application for Letters Patent of the United States on April 27, 2001, application number 09/844,450, claiming the benefit of the following provisional applications: 60/200,843, filed May 1, 2000, which was entitled METHODS AND COMPOSITIONS FOR ENHANCING CELLULAR FUNCTION AND PROTECTING A RECEPTOR; 60/230,263, filed September 6, 2000, which was entitled METHODS AND COMPOSITIONS FOR ENHANCING CELLULAR FUNCTION AND PROTECTING A RECEPTOR; and 60/233,025, filed September 15, 2000, which was entitled METHODS AND COMPOSITIONS FOR ENHANCING CELLULAR FUNCTION AND PROTECTING A RECEPTOR; and

WHEREAS, HealthPartners Research Foundation, a nonprofit corporation organized and existing under the law of the State of Minnesota, and having an office and place of business at 8100 34th Avenue South, Bloomington, Minnesota (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application for the United States and for all foreign countries and in and to any and all foreign and domestic Letters Patent which may be granted therefor;

NOW, THEREFORE, to all whom it may concern, in accordance with the Intellectual Property Policy of Ramsey Foundation (now HealthPartners Research Foundation) approved July 29, 1992, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have jointly and by these presents do hereby sell, assign, transfer and convey unto the said Assignee, its successors and assigns, the entire right, title and interest for all countries in and to the said invention and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom, and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns;

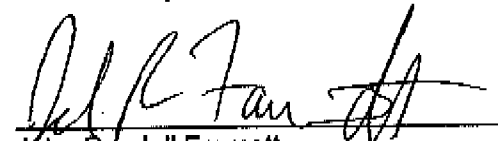
AND, for the consideration aforesaid, we materially represent to Assignee, its successors and assigns, that at the time of the execution and delivery of these presents, we are the joint lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above mentioned, and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth;

AND, for the consideration aforesaid, we hereby individually covenant and agree to and with Assignee, its successors and assigns, that whenever its counsel or the counsel of its successors or assigns, learned in the law, shall advise that an amendment or division of, or any

continuation-in-part thereof, or any other proceeding in connection with the filing or prosecution of said domestic or foreign patent applications, including connection with the filing or prosecution of said domestic or foreign patent applications, including interference proceedings, is lawful and desirable, or that a reissue or extension of said Letters Patent is lawful and desirable, we, or our executors, administrators or assigns will sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or extension of the same, without charge to Assignee, its successors or assigns, but at Assignee's expense.

We hereby request the Honorable Commissioner of Patents to issue the Letters Patent to Assignee in accordance with this instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11 day of July, 2005.


John Randall Fawcett

STATE OF California
~~MINNESOTA~~
COUNTY OF Santa Clara ^{SS.}

On this 11 day of July, 2005, before me personally appeared John Randall Fawcett, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes herein set forth.



