



10-04-2005  
103093744

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

**1. Name of conveying party(ies):**  
Toshikazu NAKAMURA  
SNOW BRAND MILK PRODUCTS CO., LTD.  
SUMITOMO PHARMACEUTICALS CO., LTD.  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: Toshikazu NAKAMURA  
Internal Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s): September 26, 2005, September 1, 2005 and August 29, 2005 respectively  
 Assignment  Merger  Change of Name  
 Security Agreement  Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

1-4, Hoshojicho, Okazaki, Sakyo-ku,  
City: Kyoto-shi  
State: Kyoto  
Country: Japan Zip: 606-8333  
Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**  
A. Patent Application No.(s)  
Additional numbers attached?  Yes  No

This document is being filed together with a new application.  
B. Patent No.(s)  
6,303,126 5,840,311

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Mark J. Nuell  
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**6. Total number of applications and patents involved:** 2

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 80.00  
 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:**  
 September 29, 2005  
Signature Date  
Mark J. Nuell - 36,623 Total number of pages including cover sheet, attachments, and documents: 4  
Name of Person Signing

10/03/2005 ECOOPER 00000279 6303126  
01 FC:8021 80.00 DP

ASSIGNMENT

WHEREAS, Dr. Toshikazu Nakamura, a person, having an address at 1-4, Hoshojicho, Okazaki, Sakyo-ku, Kyoto-shi, Kyoto 606-8333 Japan, is a one third owner of the entire right, title and interest in and to the following listed Letters Patent in the United States by previous assignment recorded July 2, 1998 at reel 09444, frame 0984;

WHEREAS, SNOW BRAND MILK PRODUCTS CO., LTD., a corporation organized and existing under and by virtue of the laws of Japan, having an office at 1-1, Naehocho 6-chome, Higashi-ku, Sapporo-shi, Hokkaidou, Japan 065-0043, is a one third owner of the entire right, title and interest in and to the following listed Letters Patent in the United States by previous assignment recorded July 2, 1998 at reel 09444, frame 0984;

WHEREAS, SUMITOMO PHARMACEUTICALS CO., LTD., a corporation organized and existing under and by virtue of the laws of Japan, having an office at 2-8, Doshomachi 2-chome, Chuo-ku, Osaka-shi, Osaka, Japan 541-0045, is a one third owner of the entire right, title and interest in and to the following listed Letters Patent in the United States by previous assignment recorded July 2, 1998 at reel 09444, frame 0984; and

WHEREAS, Dr. Toshikazu Nakamura, a person having an address at 1-4, Hoshojicho, Okazaki, Sakyo-ku, Kyoto-shi, Kyoto 606-8333 Japan, is desirous of acquiring the entire right, title and interest in and to the invention(s) described and claimed in said Letters Patent;

Letters Patent

6,303,126

5,840,311

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States and other valuable considerations, to me in hand paid, the receipt of and sufficiency whereof are hereby acknowledged, Dr. Toshikazu

Nakamura, Snow Brand Milk Products Co., Ltd. and Sumitomo Pharmaceuticals Co., Ltd. have sold, assigned and transferred and do hereby sell, assign and transfer unto Dr. Toshikazu Nakamura, his successors and assigns, their entire undivided right, title and interest in and to the said Letters Patent(s) and the invention(s) therein contained, including the right to sue for past infringement, to be held and enjoyed by Dr. Toshikazu Nakamura, his successors and assigns the same as it would have been held and enjoyed by Dr. Toshikazu Nakamura, Snow Brand Milk Products Co., Ltd. and Sumitomo Pharmaceuticals Co., Ltd., if this assignment and sale had not been made.

Dr. Toshikazu Nakamura, Snow Brand Milk Products Co., Ltd. and Sumitomo Pharmaceuticals Co., Ltd., hereby represent and warrant that there are no rights or interests outstanding inconsistent with the rights and interest granted herein and that Dr. Toshikazu Nakamura, Snow Brand Milk Products Co. Ltd. and Sumitomo Pharmaceuticals Co., Ltd. will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and Dr. Toshikazu Nakamura, Snow Brand Milk Products Co. Ltd. and Sumitomo Pharmaceuticals Co., Ltd. bind themselves and their heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to Dr. Toshikazu Nakamura, his successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by Dr. Toshikazu Nakamura, his successors and assigns, to file applications for improvements and inventions in any country where he may elect to file such applications, and that may be necessary to vest in Dr. Toshikazu Nakamura, his successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

AND, Dr. Toshikazu Nakamura, Snow Brand Milk Products Co. Ltd. and Sumitomo Pharmaceuticals Co., Ltd. further covenant and agree, in consideration of the premises, that they, their executors and

administrators will, at any time upon request, communicate to Dr. Toshikazu Nakamura, his successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to them or their successors and assigns, and that they will testify as to the same in any interference or other proceeding when requested to do so by Dr. Toshikazu Nakamura, his successors and assigns.

The undersigned hereby grants the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, Dr. Toshikazu Nakamura, Snow Brand Milk Products Co., Ltd., and Sumitomo Pharmaceuticals Co., Ltd., have hereunto set their seal on the dates opposite their names.

Dr. Toshikazu NAKAMURA

Date: Sept. 26, '05

By: J. Nakamura

SNOW BRAND MILK PRODUCTS CO., LTD.

Date: September 1, 2005

By: Tadaaki Kounose  
Tadaaki KOUNOSE  
Title: President

SUMITOMO PHARMACEUTICALS CO., LTD.

Date: August 29, 2005

By: Yasuo Okamoto  
Yasuo OKAMOTO  
Title: President and Representative Director