



11-07-2005

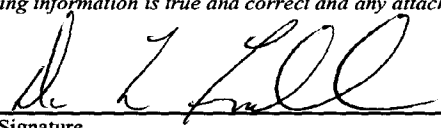
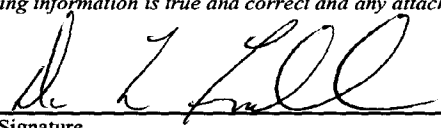
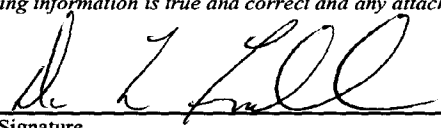


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Attorney Docket Number 060843-0005

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Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b> SIGMA-TAU Industrie Farmaceutiche Riunite S.p.A.  <b>Additional name(s) of conveying party(ies) attached?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies):</b>  <b>Name:</b> Prof. Claudio De Simone <b>Address:</b> Via Nuoro No. 10, Ardea  <b>Country (if other than USA):</b> Italy									
<b>3. Nature of conveyance:</b>  <input checked="" type="checkbox"/> Assignment                      Merger  Security Agreement                      Change of Name  Other  <b>Execution Date:</b> <u>March 30, 2005</u>											
<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the application is:  A. Patent Application No. 10/174,779                      B. Patent No.(s)  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Morgan, Lewis & Bockius LLP 1111 Pennsylvania Avenue, N.W. Washington, DC 20004		<b>6. Number of applications and patents involved:</b> <u>1</u> <b>7. Total fee (37 CFR 3.41):</b> .....\$40.00 Please charge to the deposit account listed in Section 8. <b>8. Deposit account number:</b> <u>50-0310</u>									
<b>DO NOT USE THIS SPACE</b>											
<b>9. Statement and signature.</b>  <i>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.</i>  <table border="0" style="width: 100%;"><tr><td style="width: 30%;">Dean L. Fanelli</td><td style="width: 10%;">48,907</td><td style="width: 30%; text-align: center;"></td><td style="width: 30%; text-align: right;">November 1, 2005</td></tr><tr><td>Name of Person Signing</td><td>Reg. No.</td><td>Signature</td><td>Date</td></tr></table>				Dean L. Fanelli	48,907		November 1, 2005	Name of Person Signing	Reg. No.	Signature	Date
Dean L. Fanelli	48,907		November 1, 2005								
Name of Person Signing	Reg. No.	Signature	Date								
<b>Total number of pages including cover sheet:</b>			4								

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**PATENT**  
**REEL: 017172 FRAME: 0267**

## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment is entered into effective this 30<sup>th</sup> day of March, 2005 by and between SIGMA-TAU Industrie Farmaceutiche Riunite S.p.A., with registered office in Rome, Viale Shakespeare 47, 00144, Italy, registered at the "Registro delle Imprese" [Corporate Registry] of Rome under No. 00410650584, Tax Identification No. 00885531004 ("Assignor"), and Prof. Claudio De Simone, an individual adult citizen of Italy, with a residence at Via Nuoro No. 10, Ardea, Italy ("Assignee").

WHEREAS Assignor has purported to have obtained certain rights and ownership interest in the intellectual property rights identified on the attached Schedule ("Intellectual Property") pursuant to a Contract Of Assignment And Transfer Of Interest between Leonardo Vesely, Marco Emilio Vesely, Alessandro Vesely, Marina Eva Vesely and Sara Vesely ("Vesely Assignors") and Assignor;

WHEREAS Assignee has been granted leave to join Assignor in a certain civil lawsuit that Assignee had previously initiated against the Vesely Assignors in the U.S.A. with respect to the inventorship and ownership of the Intellectual Property ("the District of Columbia Litigation");

WHEREAS Assignor, in exchange for a complete release from any and all claims by Assignee against it, which release will not affect in any way Assignee's rights against any other party with respect to the Intellectual Property and in order to avoid said legal proceedings in the U.S.A. and any disbursements for legal and attorney's fees, wishes to assign any rights it may have received from the Vesely Assignors, including but not limited to any ownership interest in and to the Intellectual Property to Assignee;

WHEREAS Assignee is desirous of acquiring from Assignor any and all interest Assignor may have to the Intellectual Property identified on the attached schedule and avoiding any further legal proceedings in the U.S.A. against the Assignor and any related disbursements for legal and attorney's fees;

NOW THEREFORE, in consideration of the foregoing premises and for good and valuable consideration the receipt of which is hereby acknowledged:

1. In view of the good and valuable consideration recited herein, Assignor hereby assigns, transfers, and sets over unto the Assignee, its lawful successors and assigns, effective as of the date hereof, all right, title, and interest in and to the Intellectual Property and all divisions and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues and reexaminations thereof and all rights to claim priority on the basis of such applications (except as to foreign applications pending and patents issued prior to the Effective Date hereof and all renewals and reexaminations thereof) and hereby authorizes Assignee to request on its behalf to the Patent and Trademark Office of the United States to issue all Letters Patent of such invention(s) to Assignee, its successors and assigns, in accordance with the terms of this Assignment, including the right to seek and obtain for Assignee's own benefit injunctive relief and recovery of damages for any past and/or future infringements, including

2. Assignor covenants with Assignee, its successors and assigns that no assignment, sale, or agreement has been or will be made or entered into which would conflict with this Assignment.

ASSIGNOR:

By: Ch. H. m

Title: CUBOT OPERATING OFFICER

ASSIGNEE:

By: Carl E. Gunn

Title: \_\_\_\_\_

**Schedule**

<b>U.S. Patent No.</b>	<b>Issue Date</b>	<b>Listed Patentees</b>	<b>Title</b>
6,326,000	December 4, 2001	Vesely and De Simone	Kit with enteral dietary composition consisting of Streptococcus thermophilus, Bifidobacterium infantis and Bifidobacterium longum
6,077,504	June 20, 2000	Vesely and De Simone	Enteral dietary compositions comprising a mixture of live lactic bacteria consisting of Streptococcus thermophilus, Bifidobacterium longum and Bifidobacterium infantis
6,277,370	August 21, 2001	Vesely and De Simone	Pharmaceutical compositions containing lactobacilli for treatment of vaginal infections and related method
5,716,615	February 10, 1998	Vesely and De Simone	Dietary and pharmaceutical compositions containing lyophilized lactic bacteria, their preparation and use
6,225,104	May 1, 2001	Vesely and De Simone	Strains of bacteria and pharmaceutical composition containing one or more of such strains and use of same for preventing and treating diseases associated with or caused by altered metabolism of bile acids

<b>U.S. Pat. App. No.</b>	<b>Filing Date</b>	<b>Listed Patentees</b>	<b>Title</b>
09/796,432	August 9, 2001	Vesely and De Simone	Strains of bacteria and pharmaceutical composition containing one or more of such strains and use of same for preventing and treating diseases associated with or caused by altered metabolism of bile acids

