

Form **PTO-1595** (Rev. 03-05)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

# RECORDATION FORM COVER SHEET

## PATENTS ONLY

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):

Snow Brand Milk Products Co., Ltd.

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

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s): April 20, 2006

☒ Assignment ☐ Merger ☐ Change of Name

☐ Security Agreement ☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

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

Name: Toshikazu NAKAMURA

Internal Address:

Street Address:

1-4, Hoshojicho, Okazaki

Sakyo-ku, Kyoto-shi

Kyoto

606-8333

JAPAN

City:

State:

Country:

Zip:

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

### 4. Application or patent number(s):

A. Patent Application No.(s)

11/188,091

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mark J. Nuell, Ph.D.  
BIRCH, STEWART, KOLASCH & BIRCH,  
LLP

Internal Address: Atty. Dkt.: 4373-0114PUS2

Street Address: 8110 Gatehouse Road  
Suite 100 East  
P.O. Box 747

City: Falls Church

State: VA Zip: 22040-0747

Phone Number: (703) 205-8043

Fax Number: (703) 205-8050

Email Address: mailroom@bskb.com

### 6. Total number of applications and patents involved:

1


### 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 02-2448  
Authorized User Name Mark J. Nuell, Ph.D.

### 9. Signature:



Signature

May 16, 2006

Date

Mark J. Nuell, Ph.D. - 36,623

Name of Person Signing

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

5

Form PTO-1595		RECORDATION FORM COVER SHEET (continued)	
Additional Conveying Party(ies)/Execution Date(s) (1. Continued):			
Additional Assignees (2. Continued):			
Assignee Name: <u>Daiichi Pharmaceutical Co., Ltd.</u>			
Internal Address:			
Street Address: <u>14-10, Nihonbashi</u> <u>3-chome, Chuo-ku,</u> <u>Tokyo</u> <u>103-8234</u> <u>JAPAN</u>			
City: _____ State: _____ Country: _____ Zip: _____			
Assignee Name: _____			
Internal Address:			
Street Address:			
City: _____ State: _____ Country: _____ Zip: _____			
Assignee Name: _____			
Internal Address:			
Street Address:			
City: _____ State: _____ Country: _____ Zip: _____			
Additional Applications and/or Patents (4. Continued):			
Additional Patent Application Numbers 4A. Continued:		Additional Patent Numbers 4B. Continued:	
Additional numbers attached?		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Docket No.: 4373-0114PUS2

**ASSIGNMENT**

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, Nachocho 6-chome, Higashi-ku, Sapporo-shi, Hokkaido 065-0043, Japan, is the owner by previous assignment, dated April 14, 1998, of a one-half undivided right, title and interest in and to an invention for new and useful improvements in or relating to Lyophilized HGF Preparations for which an application for Letters Patent in the United States was executed on July 25, 2005 and assigned Application Number 11/188,091;

WHEREAS, Toshikazu Nakamura, a person existing under and by virtue of the laws of Japan, having a residence at 1-4, Hoshojicho, Okazaki, Sakyo-ku, Kyoto-shi, Kyoto 606-8333, Japan; and Daiichi Pharmaceutical Co., Ltd., a corporation organized and existing under and by virtue of the laws of Japan, having an office at 14-10, Nihonbashi 3-chome, Chuo-ku, Tokyo 103-8234, Japan, are desirous of acquiring all right, title and interest held by Snow Brand Milk Products Co., Ltd. in and to said application and the invention therein described and claimed and any Letters Patent that may be issued upon said application or for the improvements therein contained;

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, said Snow Brand Milk Products Co., Ltd., has sold, assigned and transferred and does hereby sell, assign and transfer unto Toshikazu Nakamura and Daiichi Pharmaceutical Co., Ltd., their successors and assigns, its entire one-half undivided right, title and interest in and to said application and the invention therein contained, including all rights of action and damages for past infringement, and including the right to apply for any Letters Patent in the United States of America and in all foreign countries on said invention and including the right to claim the priority of the date of filing in the United States and any Letters Patent that may issue thereon, or therefore, in the United States and foreign

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countries and all reissues, extensions, renewals, divisions and continuations thereof, to the full end of the term or terms for which said Letters Patent may be issued, to be held and enjoyed by Toshikazu Nakamura and Daiichi Pharmaceutical Co., Ltd., their successors and assigns the same as it would have been held and enjoyed by Snow Brand Milk Products Co., Ltd., if this assignment and sale had not been made.

AND, Snow Brand Milk Products Co., Ltd., hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patents to said Toshikazu Nakamura and Daiichi Pharmaceutical Co., Ltd., in accordance with this instrument of assignment.

Snow Brand Milk Products Co., Ltd., hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that Snow Brand Milk Products Co., Ltd., will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and Snow Brand Milk Products Co., Ltd., binds itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to Toshikazu Nakamura and Daiichi Pharmaceutical Co., Ltd., their successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by Toshikazu Nakamura or Daiichi Pharmaceutical Co., Ltd., their successors and assigns to file applications for the said improvements and invention in any country where they may elect to file such applications, and that may be necessary to vest in Toshikazu Nakamura and Daiichi Pharmaceutical Co., Ltd., their 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, Snow Brand Milk Products Co., Ltd., further covenants and agrees, in consideration of the premises, that it, its executors and administrators will, at any time upon request, communicate to Toshikazu Nakamura and Daiichi Pharmaceutical Co., Ltd., their successors and assigns, any facts relating to said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any

interference or other proceeding when requested to do so by Toshikazu Nakamura or Daiichi Pharmaceutical Co., Ltd., their 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, Snow Brand Milk Products Co., Ltd., has hereunto set its seal this 20th day of April, 2006.

Snow Brand Milk Products Co., Ltd.,

By: \_\_\_\_\_

*Tadaaki Kounose*

Tadaaki KOUNOSE

President

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

Birch, Stewart, Kolasch & Birch, LLP

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