

Date Deposited: April 11, 2007

Attorney Docket No. 19374-502NATLCON1

04-17-2007

4-12-07



103395947

FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sean Farmer (executed April 11, 2007) Andrew R. Lefkowitz (executed April 11, 2007)

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

2. Name and address of receiving party(ies)

Ganeden Biotech, Inc.

Address:

5915 Landerbrook Drive, Suite 304 Mayfield Heights, OH 44124

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

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

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 No(s):

U.S.S.N. 10/978.726 (filed November 1, 2004)

B. Patent No(s):

Additional numbers attached?  Yes  No

APR 12 AM 11:39 DPR/FINANCE

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

Name: Ingrid A. Beattie, Ph.D., J.D. Address: MINTZ, LEVIN, COHN, FERRIS GLOVSKY and POPEO, P.C. One Financial Center Boston, MA 02111

6. Total number of applications and patents involved: [1]

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

- Enclosed (Check No. 24042) The Commissioner is authorized to charge any additional fee that may be due to Deposit Account No: 50-0311, Reference No. 19374-502NATL CON1.

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.

David E. Johnson, Reg. No. 41,874

April 11, 2007

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [5]

Mail documents to be recorded with required cover sheet information to:

MAIL STOP ASSIGNMENT RECORDATION SERVICES Director of the U.S. Patent and Trademark Office P.O. Box 1450, Alexandria, VA 22313-1450

04/16/2007 DBYRNE 00000135 10978726

01 FC:8021

40.00 DP

4017323v.1

## ASSIGNMENT

We, Sean Farmer and Andrew R. Lefkowitz, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to Geneden Biotech, Inc., a Ohio corporation, with offices at 5915 Landerbrook Drive, Suite 304, Mayfield Heights, Ohio 44124, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

### **METHODS FOR REDUCING CHOLESTEROL USING BACILLUS COAGULANS SPORES, SYSTEMS AND COMPOSITIONS**

filed with the U.S. Patent and Trademark Office on November 1, 2004 and assigned Serial No. 10/978,726, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Sean Farmer

State of \_\_\_\_\_  
Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

SEAL

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

Date: APRIL 11, 2007

*Andrew R. Lefkowitz*  
Signature of Andrew R. Lefkowitz

State of OHIO  
Country of CUYAHOGA

Subscribed and sworn to before me this 11<sup>th</sup> day of APRIL, 2007.

SEAL

*Sandra Waldemarson*  
Notary Public  
My commission expires JAN. 12, 2008

TRA 2249443v.1

SANDRA WALDEMARSON  
NOTARY PUBLIC, STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires Jan. 12, 2008

Express Mail Label No.: EV923350905US  
Date of Deposit: 4/11/07

Attorney Docket No.19374-502NATLCON1

## ASSIGNMENT

We, Sean Farmer and Andrew R. Lefkowitz, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to Ganeden Biotech, Inc., a Ohio corporation, with offices at 5915 Landerbrook Drive, Suite 304, Mayfield Heights, Ohio 44124, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

### **METHODS FOR REDUCING CHOLESTEROL USING BACILLUS COAGULANS SPORES, SYSTEMS AND COMPOSITIONS**

filed with the U.S. Patent and Trademark Office on November 1, 2004 and assigned Serial No. 10/978,726, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 4/11/07 [Signature]  
Signature of Sean Farmer

State of Florida  
Country of Miami-Dade, USA

Subscribed and sworn to before me this 11th day of April, 2007.

SEAL [Signature]  
Notary Public

My commission expires 

Date: \_\_\_\_\_  
Signature of Andrew R. Lefkowitz

State of \_\_\_\_\_  
Country of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

SEAL \_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

TRA 2249443v.1