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02-06-2008

Docket No. 74597-B/JPW/GJG

FORM PTO-1595 (Substitute)

U.S. DEPARTMENT OF COMMERCE

(Rev. 8-96)

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

103480196

1. Name of conveying party(ies):

Anthony Richard Bird, Gulay Saygat Mann,
Sadequr Rahman, Ahmed Regina, Zhongyi Li,
David Lloyd Topping and Matthew Kennedy
Morell

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

Name: Commonwealth Scientific and
Industrial Research
Organisation

Internal Address:

Street Address: Limestone Avenue

City/State/Zip: Campbell, ACT 2612
Australia

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

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

Execution
Date(s):June 7, 2006, June 2, 2006, June
7, 2006, June 7, 2006, June 7,
2006, June 7, 2006, and June 7,
2006Additional 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(s) of the application is (are):

A. Patent Application No(s) U.S. Serial No. 11/417,330,
filed May 2, 2006

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: John P. White

Internal Address:

Street Address: Cooper & Dunham LLP

1185 Avenue of the Americas

City/State/Zip: New York, New York 10036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR §3.41): \$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

03-3125

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.

Gary J. Gershik
Name of Person Signing

Signature Reg. No. 39,992

January 30, 2008
Date

I hereby certify that this correspondence is being deposited
this date with the U.S. Postal Service with sufficient postage
as first class mail in an envelope addressed to:
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Commissioner of Patents, P.O. Box 1450
Alexandria, VA 22313-1450

Gary J. Gershik
Reg. No. 39,992

Date

Total Number of pages including cover sheet, attachments and
document: 5

OMB No. 0651-0011 (exp. 4/94)

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

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Alexandria, VA 22313-1450

PATENT

REEL: 020505 FRAME: 0529

Assignment

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned, Anthony Richard Bird, residing at 2 Quandong Street, North Brighton, South Australia 5048, Australia; Gulay Saygat Mann, residing at Unit 2, 19 Coplestone Street, Scottsdale, Tasmania 7260, Australia; Sadequr Rahman, residing at 36 Temperley Street, Nicholls, Australian Capital Territory 2913, Australia; Ahmed Regina, residing at 21 Kosciuszko Avenue, Palmerston, Australian Capital Territory 2913, Australia; Zhongyi Li, residing at 10 Mortlock Circuit, Kaleen, Australian Capital Territory 2617, Australia; David Lloyd Topping, residing at 97 Crozier Road, Victor Harbor, South Australia 5211, Australia; and Matthew Kennedy Morell, residing at 13 Wolgal Place, Aranda, Australian Capital Territory 2614, Australia

Hereby sell, assign and transfer to Commonwealth Scientific and Industrial Research Organisation a corporation of the State of Australia having a place of business at Limestone Avenue, Campbell, ACT 2612, Australia

its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and any and all inventions which are disclosed but not claimed, in the application for United States Patent, which has been executed by the undersigned on June 9, 2006; June 2, 2006; June 1, 2006; June 1, 2006; June 1, 2006; June 9, 2006; and, May 30, 2006 and is entitled

METHOD AND MEANS FOR IMPROVING BOWEL HEALTH

(U.S. Serial No. 11/417,330, filed May 2, 2006, a continuation-in-part of U.S. Serial No. 11/324,063, filed December 30, 2005, claiming the benefit of U.S. Provisional Application No. 60/688,944, filed June 8, 2005; and claiming priority of Australian Provisional Application No. 2004907350, filed December 30, 2004) and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executor or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 7 June 2006

Witness: R. Riches [signature]
R. Riches [printed name]

21 Knaggs Cres [address]

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 [L.S.]
Anthony Richard Bird

Date: _____ 2006

Witness: _____ [signature]
_____ [printed name]
_____ [address]

Gulay Saygat Mann [L.S.]

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executor or administrator will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: _____ 2006

Witness: _____ [signature]

_____ [printed name]

_____ [address]

Anthony Richard Bird [L.S.]

Date: 2 June 2006 2006

Witness: Michelle Cooke [signature]

Michelle Cooke [printed name]

26 Eardley St [address]

South Launceston

TASMANIA 7249

Gulay Saygat Mann [L.S.]

Date: 7 June 2006
Witness: R. Riches (signature)
R. Riches (printed name)
21 Knaggs Cres (address)
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Sadequr Rahman [L.S.]
Sadequr Rahman

Date: 7 June 2006
Witness: R. Riches (signature)
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Ahmed Regina [L.S.]
Ahmed Regina

Date: 7 June 2006
Witness: R. Riches (signature)
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Zhongyi Li [L.S.]
Zhongyi Li

Date: 7 June 2006
Witness: R. Riches (signature)
R. Riches (printed name)
21 Knaggs Cres (address)
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David Lloyd Topping [L.S.]
David Lloyd Topping

Date: 7 June 2006
Witness: R. Riches (signature)
R. Riches (printed name)
21 Knaggs Cres (address)
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Matthew Kennedy Morell [L.S.]
Matthew Kennedy Morell