

05-22-2008

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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):

Khanh Q. Nguyen (04/04/2007) and Bruno Winter (04/11/2007)

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

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

Execution Date(s): in parentheses after inventor name

- ☒ 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: AB Enzymes GmbH

Internal Address:

Street Address:

Feldbergstrasse 78

City: Darmstadt

State:

Country: Germany Zip: 64293

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

4. Application or patent number(s):

A. Patent Application No.(s)

11/665,631

☐ 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: Peter F. Corless
EDWARDS ANGELL PALMER & DODGE
LLP

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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 04-1105
Authorized User Name Peter F. Corless

9. Signature:

Christine C. O'Day

Signature

May 20, 2008

Date

Christine C. O'Day - 38,256

Name of Person Signing

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

5

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this *14th* day of April, 2007, by Khanh Q. Nguyen and Bruno Winter (hereinafter referred to as Assignors), residing at Am Tannenbergrasse 9, D-64385 Reichelsheim, Germany; and Raitelsbergstrasse 26, D-70188 Stuttgart, Germany, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in POLYPEPTIDE HAVING PHYTASE ACTIVITY AND NUCLEOTIDE SEQUENCE ENCODING THE SAME, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, AB Enzymes GmbH, a organized under and pursuant to the laws of Germany having its principal place of business at Feldbergstrasse 78, 64293 Darmstadt, Germany (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as

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fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order

to comply with the rules of the United States Patent and Trademark Office for
recording of this document:

EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 21874

AND Assignors acknowledge an obligation of assignment of this invention to
Assignee at the time the invention was made.

4th April 2007

Bruno Winter

Bruno Winter

Witness:

4. 4. 07

Date




Sebastian Schäfer

PATENT

REEL: 020997 FRAME: 0018

11th April 2007


Khanh Q. Nguyen

Witness:

11th April 2007

Date


Ulrich Groeger