

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
W. Michael Russell	09/29/2008
Michael Ceddia	10/01/2008

RECEIVING PARTY DATA

Name:	Bristol-Myers Squibb Company
Street Address:	2400 W Lloyd Expressway
Internal Address:	B604
City:	Evansville
State/Country:	INDIANA
Postal Code:	47721-0001

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12284230

CORRESPONDENCE DATA

Fax Number: (812)429-8845
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8124297825
Email: linda.jones@bms.com
Correspondent Name: Richard D. Schmidt
Address Line 1: 2400 W Lloyd Expressway
Address Line 2: B604
Address Line 4: Evansville, INDIANA 47721-0001

ATTORNEY DOCKET NUMBER: MJE00253

NAME OF SUBMITTER: Richard D. Schmidt

Total Attachments: 3
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ASSIGNMENT

We,

W. Michael Russell, Michael Ceddia,

pursuant to contractual obligations heretofore assumed by us and/or for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby sell and assign to **Bristol-Myers Squibb Company**, a Delaware corporation, having a place of business at Lawrenceville-Princeton Road, Princeton, NJ 08543-4000, its successors, assigns and legal representatives, all our right, title and interest, which includes the right to and full benefit of such priorities as may now or hereafter be granted to us by local laws or by treaty, including any international convention for the protection of industrial property, in and for all countries of the world, including the United States and its territories and possessions, in and to the invention entitled:

PROBIOTIC INFANT PRODUCTS

invented by us and described in the non-provisional United States patent application

(Application No. 12/284,230 , filed 09/19/2008)

including said non-provisional United States patent application and any application claiming priority from said non-provisional application, filed in any country, and any patents which may be issued and/or granted thereon, and all divisions, continuations, reissues, reexamination certificates and extensions thereof in all countries, the said interest being the entire ownership of said invention and all of said applications, patents (including reissue patents), extensions and reexamination certificates to be held and enjoyed by the said Bristol-Myers Squibb Company and its successors and assigns to the full end of the terms to which said patents (including reissue patents), extensions and reexamination certificates may be granted and/or issued, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made;

And we hereby agree to communicate to said assignee or its representatives any facts known to us respecting said invention, to testify in any legal proceedings, to sign and/or execute any further documents and/or instruments which may be necessary, lawful and proper in and/or for the filing and/or prosecution of all applications, including divisional, continuation and reissue applications, extensions and reexamination certificates and/or the granting and/or issuance thereof and/or to otherwise secure title to said invention and all of said applications, patents (including reissue patents, extensions and reexamination certificates in said assignee, and in general to do everything possible to aid said assignee, its successors and assigns to obtain and enforce proper protection for said invention in all countries.

Signed this 29 day of September, 2008 by William Russell

Signed this _____ day of _____, 2008 by _____

STATE OF Indiana)

COUNTY OF Vanderburgh)

On the 29 day of September, 2008, before me came W. Michael Russell to me known to be the person of that name mentioned in, and who executed the foregoing Assignment and acknowledged that he/she executed it.

[SEAL]

Linda K. Jones
Notary Public

STATE OF _____)

COUNTY OF _____)

On the _____ day of _____, 2008, before me came Michael Ceddia to me known to be the person of that name mentioned in, and who executed the foregoing Assignment and acknowledged that he/she executed it.

[SEAL]

Notary Public

And we hereby agree to communicate to said assignee or its representatives any facts known to us respecting said invention, to testify in any legal proceedings, to sign and/or execute any further documents and/or instruments which may be necessary, lawful and proper in and/or for the filing and/or prosecution of all applications, including divisional, continuation and reissue applications, extensions and reexamination certificates and/or the granting and/or issuance thereof and/or to otherwise secure title to said invention and all of said applications, patents (including reissue patents, extensions and reexamination certificates in said assignee, and in general to do everything possible to aid said assignee, its successors and assigns to obtain and enforce proper protection for said invention in all countries.

Signed this _____ day of _____, 2008 by _____

Signed this 1 day of October, 2008 by Michael Ceddia

STATE OF _____)

COUNTY OF _____)

On the _____ day of _____, 2008, before me came W. Michael Russell to me known to be the person of that name mentioned in, and who executed the foregoing Assignment and acknowledged that he/she executed it.

[SEAL]

Notary Public

STATE OF Indiana)

COUNTY OF Vanderburgh)

On the 1 day of October, 2008, before me came Michael Ceddia to me known to be the person of that name mentioned in, and who executed the foregoing Assignment and acknowledged that he/she executed it.

[SEAL]

Linda K. Jones
Notary Public

PATENT

RECORDED: 10/06/2008

REEL: 021636 FRAME: 0701