

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sean Farmer	10/08/1999
RECEIVING PARTY DATA	
Name:	Ganeden Biotech, Incorporated
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11305507
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ATTORNEY DOCKET NUMBER:	19374-507 CON2
NAME OF SUBMITTER:	Ingrid A. Beattie
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ASSIGNMENT

We, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to GANEDEN BIOTECH, INCORPORATED, a company with offices at 5940 Pacific Mesa Court, #209, San Diego, CA, 92121, 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:

PROBIOTIC, LACTIC ACID-PRODUCING BACTERIA AND USES THEREOF

filed with the U.S. Patent and Trademark Office on August 5, 1999 and assigned Serial No. 09/370,793, including any renewals, revivals, reissues, reexaminations, extensions, continuations, continuations-in-part 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 our names at the ASSIGNEE, or its designee's election, on the above-identified 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-identified 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 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 the above-identified 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 the above-identified 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 the above-identified 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 the above-identified invention and the above-identified Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR. We covenant that we will testify as to the same in any interference, litigation or proceeding related thereto. We covenant that we 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, the above-identified invention and the above-identified Letters Patent and equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 10/8/99


Signature of Sean Farmer

Witnessed By: Ch R L

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