

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
P. Darrell Neuffer	06/14/2009
Ethan J. Anderson	07/14/2009

RECEIVING PARTY DATA

Name:	East Carolina University
Street Address:	210 Spilman Building
City:	Greenville
State/Country:	NORTH CAROLINA
Postal Code:	27858-4353

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12367267

CORRESPONDENCE DATA

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093873-0178

NAME OF SUBMITTER:

Jason R. Dinges

Total Attachments: 3

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PATENT  
REEL: 023036 FRAME: 0859



## ASSIGNMENT

THIS ASSIGNMENT, made by us, P. Darrell Neufer, a United States citizen, residing at 3703 Tucker Drive, Greenville, North Carolina 27858, and Ethan J. Anderson, a United States citizen, residing at 205 Gloria Street, Greenville, North Carolina 27858;

WITNESSETH: That,

WHEREAS, we are joint inventors of certain new and useful improvements in "METHODS FOR PREVENTING OR TREATING INSULIN RESISTANCE" for which applications for Letters Patent in the United States were filed as U.S. Serial No. 12/367,267 and PCT/US2009/033440 on February 6, 2009 in the United States Patent and Trademark Office; and

WHEREAS, East Carolina University, a constituent institution of the University of North Carolina and an educational institution chartered under the laws of the State of North Carolina having a principal office at 210 Spilman Building, Greenville, North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in said invention as described in said application, and in any and all Letters Patent which shall be granted therefore in the United States of America and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer and convey unto said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application(s), and in any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted therefore or thereon, for the full end of the term for which said Letter Patent may be granted along with any term extensions thereon or therefor, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

We hereby request that said Letters Patent be issued in accordance with this assignment.


We further covenant and agree that, at the time of the execution and delivery of these presents, we possess title to the invention and applications above above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to promptly communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives; and hereby instruct, and further covenant and agree to bind our heirs, legal representatives, and assigns, to do same, without further compensation, but as the expense of said assignee or its representatives.

AND WE HEREBY GRANT to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

AND WE UNDERSTAND AND AGREE that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent our legal interests. Since said attorneys and agents cannot provide legal advice to us with respect to this Assignment, we acknowledge our right to seek our own independent legal counsel.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 14 day of June, 2009.

 (SEAL)  
**P. Darrell Neuffer**

STATE OF NC )

ss:

COUNTY OF Beaufort )

Before me personally appeared the person described in and who executed the forgoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this 14 day of July, 2009.

Judy St. Picard  
Notary Public

SEAL

My Commission Expires: 10-14-12

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 14 day of July, 2009.

Ethan J. Anderson (SEAL)  
**Ethan J. Anderson**

STATE OF NC)

) ss:

COUNTY OF Beaufort

Before me personally appeared the person described in and who executed the forgoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this 14 day of July, 2009.

Judy St. Picard  
Notary Public

SEAL

My Commission Expires: 10-14-12