

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Andrew J. Ritter	02/10/2010
Dennis Savaiano	02/17/2010
David Barnes	02/09/2010
Todd Robert Klaenhammer	02/09/2010

**RECEIVING PARTY DATA**

Name:	Ritter Pharmaceuticals, Inc.
Street Address:	10100 Santa Monica Boulevard, #2430
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	12707037

**CORRESPONDENCE DATA**

Fax Number: (650)493-6811  
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 Phone: (650) 493-9300  
 Email: dprouty@wsgr.com  
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 Address Line 4: Palo Alto, CALIFORNIA 943041050

ATTORNEY DOCKET NUMBER:	32510-711.201
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NAME OF SUBMITTER:	Monica Franklin
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Total Attachments: 4  
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**CH \$40.00 12707037**

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**PATENT  
 REEL: 024107 FRAME: 0643**

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PATENT ASSIGNMENT

Docket Number 32510-711.201

WHEREAS, the undersigned:

- |   |  |  |  |
|---|--|--|--|
| 1. RITTER, Andrew J.<br>260 S. Beverly Glen #301<br>Los Angeles, CA 90024 | 2. SAVAIANO, Dennis<br>5264 Gardenia Court<br>West Lafayette, IN 47904 | 3. BARNES, David<br>2103 Zeeb Road<br>Dexter, MI 48130 | 4. KLAENHAMMER, Todd Robert<br>6509 Bakersfield Dr.<br>Raleigh, NC 27606 |
|---|--|--|--|

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

**PREBIOTIC FORMULATIONS AND METHODS OF USE**

- for which a United States patent application is executed on even date herewith;
- for which Application No. \_\_\_\_\_ was filed on \_\_\_\_\_ in the United States Patent Office;
- for which Application No. \_\_\_\_\_ was filed on \_\_\_\_\_ in the U.S. Receiving Office of the Patent Cooperation Treaty;
- for which Application No. \_\_\_\_\_ was filed on \_\_\_\_\_ in the \_\_\_\_\_ Patent Office; and/or
- for which an application was filed upon which a United States Patent issued on \_\_\_\_\_ as U.S. Patent No. \_\_\_\_\_

(hereinafter "Application(s)").

WHEREAS, Ritter Pharmaceuticals, Inc., a corporation of the State of Delaware, having a place of business at 10100 Santa Monica Blvd. #2430, Los Angeles, California 90067, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: <u>2/5/10</u>	<u>Andrew J. Ritter</u> Andrew J. Ritter	Date: _____	_____
Date: _____	David Barnes	Date: _____	Todd Robert Klaehammer

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 2/10/10

By: Andrew Ritter  
Name: Andrew Ritter  
Title: President

PATENT ASSIGNMENT

Docket Number 32510-711.201

WHEREAS, the undersigned:

- 1. RITTER, Andrew J  
260 S. Beverly Glen #301  
Los Angeles, CA 90024
- 2. SAVAIANO, Dennis  
5264 Gardenia Court  
West Lafayette, IN 47904
- 3. BARNES, David  
2103 Zeeb Road  
Dexter, MI 48130
- 4. KLAENHAMMER, Todd Robert  
6509 Bakersfield Dr.  
Raleigh, NC 27606

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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: \_\_\_\_\_ Andrew J. Ritter Date: \_\_\_\_\_ Dennis Savaiano  
 Date: 9 Feb 2010 [Signature] Date: \_\_\_\_\_ Todd Robert Klaehammer  
 David Barnes

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: \_\_\_\_\_ By: \_\_\_\_\_ Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

PATENT ASSIGNMENT

Docket Number 32510-711.201

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- 1. RITTER, Andrew J.  
260 S. Beverly Glen #301  
Los Angeles, CA 90024
- 2. SAVAIANO, Dennis  
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