

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Eduardo Jorge Schiffrin	01/13/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Nestec S.A.
Street Address:	Avenue Nestle 55
City:	Vevey
State/Country:	SWITZERLAND
Postal Code:	CH-1800
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12598905
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(973)593-7651
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	patentdepartment@rd.nestle.com
Correspondent Name:	Nestle Nutrition
Address Line 1:	12 Vreeland Road, 2nd Floor
Address Line 4:	Florham Park, NEW JERSEY 07932
ATTORNEY DOCKET NUMBER:	8228-US
NAME OF SUBMITTER:	Gary M. Lobel
<b>Total Attachments: 2</b> source=100817 8228US Executed Assignment#page1.tif source=100817 8228US Executed Assignment#page2.tif	

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**PATENT**  
**REEL: 024847 FRAME: 0327**

## ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged,  
I

Eduardo Jorge SCHIFFRIN residing at Chemin de Riant-Mont 17  
1023 Crissier, Switzerland

do hereby sell, assign and transfer to **Nestec S.A.**, a company organized under the laws of the Swiss Confederation, of Avenue Nestlé 55, CH-1800 Vevey, Switzerland CH-1800, and its successors, assigns and legal representatives, all of my right, title and interest for all countries of the world hereinafter referred to collectively as the "**ASSIGNEES**" in and to (1) all of my inventions and discoveries described in the patent provisional or non-provisional patent application(s) titled


### PROBIOTICS IN A PRE- AND/OR POST SURGICAL ENVIRONMENT

and filed in the United States Patent and Trademark Office on November 4, 2009, and accorded Application Number 12/598,905 (2) the patent application(s) identified in (1), (3) the right to file patent applications on said inventions and discoveries in the names of **ASSIGNEES** or their designees or in my name, at their election and in accordance with applicable law in all countries and regions, (4) for all patent applications, all rights of priority based upon the patent application identified in (1) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the patent application identified in (1) is a provisional patent application, under 35 USC 119(e), (5) all patent applications in all countries and regions claiming the priority of the patent application identified in (1) and only one or more inventions and/or discoveries disclosed in said patent application (including national stages of any international patent application), (6) all continuations and divisions of any non-provisional patent application identified in (1) and any patent application within the scope of (5) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2), (5) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEES** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by me if this sale, assignment and transfer had not been made.

And I hereby covenant and agree that I will, at any time, (i) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, patents, registrations, confirmations, importation certificates,

reissues, renewals, extensions, reexamination certificates, supplementary protection certificates and applications within the scope of (8) and (9) in **ASSIGNEES** or their successors, assigns or legal representatives, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (5) and (6) and all applications within the scope of (8) or (9) and (iii) make all rightful oaths and declarations and do all lawful acts required for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEES** or their successors, assigns or legal representatives.

Executed this 13<sup>th</sup> day of January, 2010.

  
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Eduardo Jorge SCHIFFRIN