### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
John P Geibel	03/10/2010
Patricia R. Hebert	03/11/2010

### RECEIVING PARTY DATA

Name:	Yale University	
Street Address:	Two Whitney Avenue	
City:	New Haven	
State/Country:	CONNECTICUT	
Postal Code:	06510	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12080086

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: A-1241-US-NP

NAME OF SUBMITTER: Olga Mekhovich, Reg. No. 63,386

Total Attachments: 4

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#### ASSIGNMENT - WORLDWIDE

Whereas, we,

John P. Geibel, 80 Limewood Avenue, Branford, CT 06405, USA

Patricia R. Hebert, Legal Heir of Steven C. Hebert (Deceased), 1661 Northwest 101 Way, Plantation, FL, 33322, USA

have made inventions set forth in U.S. and foreign patents and U.S. and foreign patent applications, listed on Appendix A hereio;

Whereas YALE UNIVERSITY, having its principal place of business at Two Whitney Avenue, New Haven, CT 06510, wishes to acquire the entire interest in all inventions disclosed in such U.S. and foreign Applications and U.S. and foreign Patents:

Now, therefore, in good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto YALE UNIVERSITY its successors and assigns (collectively "UNIVERSITY") our entire right, title and interest in, to and under the Application(s), and any provisional application(s) from which Application(s) are derived, and all priority rights to which the Application(s) may be entitled, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for such inventions, or any of them, including divisional, continuation, and/or continuation-in-part applications based on the above-identified Application(s), all such inventions and all rights in such Applications and Letters Patent to be held and enjoyed by UNIVERSITY for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

Further, we hereby sell, assign, transfer, and set over unto UNIVERSITY our entire right, title and interest in or to the right to refer to, to access, and to control microorganism(s) or other biological material(s) related to the Application(s) and which are deposited by us or at our direction or deposited on our behalf by UNIVERSITY, its affiliates, employees or employees of its affiliates. The transfer of such right, title and interest includes, without limitation, our unreserved and irrevocable consent and authorization to UNIVERSITY to refer to the deposited microorganisms(s) or other biological materials(s) in the Application(s) and the right to make available to the public the deposited material in accordance with the laws, treaties, statutes, rules, regulations and the like of the United States, all other countries, and any patent granting authority or organization.

We authorize and request the Commissioner of Patents and Trademarks of the United States to issue any such Letters Patent which may be granted on the Application(s) to UNIVERSITY as assignee of the entire right, title and interest therein and thereto.

For ourselves and for our legal representatives, we covenant and agree with UNIVERSITY that we have not granted to any others any license to make, use or sell any of such inventions, that our right little and interest in such inventions has not been encumbered, that we have good right and title to sell and assign the same, and that we will not execute any instrument in conflict herewith.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with UNIVERSITY that upon request we and they will: (i) execute continuing, divisional or reissue applications, amended specifications, or rightful declarations or oaths; (ii) communicate to UNIVERSITY any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings or litigations; (iv) execute and deliver any application papers, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for UNIVERSITY, may be necessary or desirable to secure the grant of Letters Patent to UNIVERSITY or its nominees, in the United States and in all other countries where UNIVERSITY may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for UNIVERSITY and to vest and confirm in UNIVERSITY or its nominees, the full and complete legal and equitable title to all such Letters Patent, without further consideration than that now paid but at the expense of UNIVERSITY.

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In Witness Whereof I have execute	ed this assignment on the	/	46 H 20	) } / .ð
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John P. Geibel	<del></del>	100	10 / 12 /	***************************************
(Name of Inventor)	Carrier Carrier	(Signature of	inventor)	
	UNITED STATES OF AMER	RICA		
State of Sta	où Chaut Lipever	March	<sub>de</sub> r Q	20 /C
Before me, a Notary Public for 💯		of fire chirit,	personally appear	ed
	who proved to me on the be whose name is subscribed me that he/she executed the by his/her signature on the behalf of which the person at certify under PENALTY (	to the within instrumer e same in his/her author e instrument the pers acted, executed the inst OF PERJURY under the	it and acknowledg rized capacity, an on, or the entity rument. ie laws of the St	ged to d that upon alte of
	WITNESS my hand and off	cial seal.		
		Notary Publ My commission e	xpires	0/2
		OLGAN XIVERA ARY AUBLIO COMNEC AY COMMISSION EXPI (243) 1-1-1281	TCJT	

In Witness Whereof I have executed this assignment on the	
Patricia R. Hebert	Retrieva R. Albrot
(Name of Legal Heir of Deceased Inventor Steven C. Hebert)	(Signature of Legal Heir of Deceased Inventor Steven C. Hebert)
UNITED STATES OF A	MERICA
State of (C) ss:	
County of Vice County	<u> </u>
Patricia R. Heber who proved to me on t	tate of, personally appeared  t  he basis of satisfactory evidence to be the person bed to the within instrument and acknowledged to
by his/her signature o	of the same in his/her authorized capacity, and that in the instrument the person, or the entity upon son acted, executed the instrument.
DOUG DUNAYER  Notary Public, State of Florida   Certify under PENAL*  Commission# DD952804  My comm. expires Feb. 26, 2014	TY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.
WITNESS my hand and	d official seal.
	Notary Public  My commission expires
	2010

# Appendix A

Country	Appin. No.	Appln. Date	Patent No.	Date of Grant
Australia	2008233088	March 31, 2008		
Canada	2,681,582	March 31, 2008		
Europe	08742406.5	March 31, 2008		
US	12/080,086	March 31, 2008		
PCT	PCT/US08/004166	March 31, 2008		

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