

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Andrew J. RITTER</td> <td>06/01/2011</td> </tr> <tr> <td>Dennis SAVAIANO</td> <td>05/21/2011</td> </tr> <tr> <td>David BARNES</td> <td>05/19/2011</td> </tr> <tr> <td>Todd KLAENHAMMER</td> <td>05/19/2011</td> </tr> </tbody> </table>		Name	Execution Date	Andrew J. RITTER	06/01/2011	Dennis SAVAIANO	05/21/2011	David BARNES	05/19/2011	Todd KLAENHAMMER	05/19/2011		
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Ritter Pharmaceuticals, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1880 Century Park East</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1100</td> </tr> <tr> <td>City:</td> <td>Los Angeles</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90067</td> </tr> </table>		Name:	Ritter Pharmaceuticals, Inc.	Street Address:	1880 Century Park East	Internal Address:	Suite 1100	City:	Los Angeles	State/Country:	CALIFORNIA	Postal Code:	90067
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PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13198416</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13198416								
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CORRESPONDENCE DATA													
Fax Number: 6504936811 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Email: patentdocket@wsgr.com Correspondent Name: Wilson Sonsini Goodrich & Rosati Address Line 1: 650 Page Mill Road Address Line 4: Palo Alto, CALIFORNIA 94304													
ATTORNEY DOCKET NUMBER:	32510-711.301												
NAME OF SUBMITTER:	kmoussalli												
Total Attachments: 4 source=32510-711-301-Assignment#page1.tif source=32510-711-301-Assignment#page2.tif source=32510-711-301-Assignment#page3.tif source=32510-711-301-Assignment#page4.tif													

CH \$40.00 13198416

PATENT ASSIGNMENT

Docket Number 32510-711.202

WHEREAS, the undersigned:

- | | | | |
|--|--|--|---|
| 1. RITTER, Andrew J.
1260 S. Beverly Glen #301
Los Angeles, CA 90024 | 2. SAVAIANO, Dennis
5264 Gardenia Court
West Lafayette, IN 47906 | 3. BARNES, David
2103 Zeeb Road
Dexter, MI 48130 | 4. KLAENHAMMER, Todd
6509 Bakersfield Drive
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. 61/372,836 filed August 11, 2010, Application No. 61/328,991 filed April 28, 2010, and Application No. 13/096,711 was filed on April 28, 2011 in the United States Patent Office;
☒ for which Application No. PCT/US2011/034346 was filed on April 28, 2011 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 1880 Century Park East, #1100, Los Angeles, CA 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 and said Applications, including the right to claim priority to said Inventions and said Applications; (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.

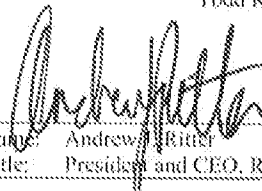
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal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

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

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

Date: <u>6/1/11</u>		Date: _____	_____
	Andrew J. RITTER		David BARNES
Date: _____	_____	Date: _____	_____
	Dennis SAVAIANO		Todd KLAENHAMMER

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: <u>6/1/11</u>	By: 
	Name: Andrew J. Ritter
	Title: President and CEO, Ritter Pharmaceuticals, Inc.

PATENT ASSIGNMENT

Docket Number 32510-711.202

WHEREAS, the undersigned:

- | | | | |
|--|--|--|---|
| 1. RITTER, Andrew J.
1260 S. Beverly Glen #301
Los Angeles, CA 90024 | 2. SAVAIANO, Dennis
5264 Gardenia Court
West Lafayette, IN 47906 | 3. BARNES, David
2103 Zeeb Road
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Raleigh, NC 27606 |
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(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

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- ☒ for which a United States patent application is executed on even date herewith;
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☒ for which Application No. PCT/US2011/034346, was filed on April 28, 2011 in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which Application No. _____ was filed on _____ in the _____ Patent Office; and/or
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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 and said Applications, including the right to claim priority to said Inventions and said Applications; (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).

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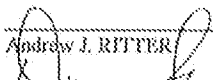
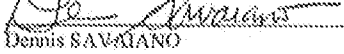
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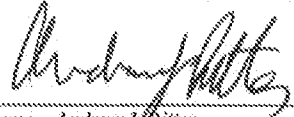
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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____	 Andrew J. RITTER	Date: _____	David BARNES
Date: 5/21/11	 Dennis SAVAIANO	Date: _____	Todd KLAENHAMMER

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 6/1/11

By: 
Name: Andrew J. Ritter
Title: President and CEO, Ritter Pharmaceuticals, Inc.

PATENT ASSIGNMENT

Docket Number 32510-711 202

WHEREAS, the undersigned:

1. BITTER, Andrew J.
1269 S. Beverly Glen #301
Los Angeles, CA 900242. SAVAIANO, Dennis
5264 Gardenia Court
West Lafayette, IN 479063. BARNES, David
2103 Zech Road
Dexter, MI 481304. KLAENHAMMER, Todd
6309 Bakersfield Drive
Raleigh, NC 27606

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

PROBIOTIC FORMULATIONS AND METHODS OF USE

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Andrew J. BITTER

Date: _____

David BARNES

Date: _____

Dennis SAVAIANO

Date: 5/19/2011

Todd KLAENHAMMER

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 6/1/11

By: _____

Name: Andrew J. Bitter

Title: President and CEO, Bitter Pharmaceuticals, Inc.

PATENT ASSIGNMENT

Docket Number 32510-711-202

WHEREAS, the undersigned:

1. RITTER, Andrew J.
1260 S. Beverly Glen #301
Los Angeles, CA 900242. SAVATANO, Dennis
5264 Gardemia Court
West Lafayette, IN 479063. BARNES, David
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