# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3015837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ALAN P. ESCHER	08/13/2014

### **RECEIVING PARTY DATA**

Name:	LOMA LINDA UNIVERSITY	
Street Address:	11145 ANDERSON STREET	
City:	LOMA LINDA	
State/Country:	CALIFORNIA	
Postal Code:	92350	

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number
Application Number:	61538682
Application Number:	61800354
Application Number:	14217070
Application Number:	14346706
PCT Number:	US1256761
PCT Number:	US1429685

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocketmwe@mwe.com
Correspondent Name: KRISTIN CONNARN
Address Line 1: 28 STATE STREET

Address Line 2: MCDERMOTT WILL & EMERY

Address Line 4: BOSTON, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	88025-12,68,72,76,77,78	
NAME OF SUBMITTER:	SARAH HUPPRICH	
SIGNATURE:	/Sarah Hupprich/	
DATE SIGNED:	09/10/2014	

**Total Attachments: 3** 

source=Quiteclaim Assignment Escher#page1.tif

REEL: 033706 FRAME: 0010

<del>PATENT</del>

502969238

source=Quiteclaim Assignment Escher#page2.tif source=Quiteclaim Assignment Escher#page3.tif

> PATENT REEL: 033706 FRAME: 0011

## **QUITCLAIM ASSIGNMENT**

WHEREAS, Alan P. Escher a United States citizen, residing at 463 Jefferson Street, Redlands, California, who is now deceased, (hereinafter "ASSIGNOR") has invented, conceived, reduced to practice, or otherwise contributed certain technology, inventions, improvements, developments, ideas or discoveries in the six (6) Applications provided below (collectively hereinafter referred to as the "Work"), for which patent applications (hereinafter the "Applications") were filed on the dates as indicated;

United States Provisional Patent Application No. 61/538,682 Title: "Bacterial Strains Expressing Methylase Genes and Uses Thereof" Filing Date: September 23, 2011

International Patent Application No. PCT/US2012/056761
Title: "Bacterial Strains Expressing Methylase Genes and Uses Thereof"
International Filing Date: September 21, 2012

United States Provisional Patent Application No. 61/800,354 Title: "Treatment of Autoimmune Diseases" Filing Date: March 15, 2013

International Patent Application No. PCT/US2014/029685 Title: "Treatment of Autoimmune Diseases" International Filing Date: March 14, 2014

United States Nonprovisional Patent Application No. 14/217,070 Title: "Treatment of Autoimmune Diseases" Filing Date: March 17, 2014

United States Nonprovisional Patent Application No. 14/346,706 Title: "Bacterial Strains Expressing Methylase Genes and Uses Thereof" Filing Date: March 21, 2014

WHEREAS, Loma Linda University (hereinafter "ASSIGNEE"), a University, with its principal place of business at 11145 Anderson Street, Loma Linda, CA 92350, desires to acquire all right, title, and interest in and to the Work and the Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, quitclaim, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, any remaining and all right, title, and interest throughout the world in the Work and the Applications, and any other intellectual property rights in the Work, including, but not limited to, any trademarks, trade names, copyright rights, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights in the Work under 17 U.S.C. § 106A or otherwise, for any and all uses of the Work, and any non-provisional patent application(s) claiming priority thereto that have been or may hereafter be filed, such non-provisional patent applications, including divisions, continuations, and continuations-in-parts

PATENT REEL: 033706 FRAME: 0012 thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any Letters Patent or related applications for the Work which may hereafter be granted or filed for in any country or countries foreign to the United States, including all extensions, divisions, reexaminations and reissues thereof; and does hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for the Work to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns any and all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patent, before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree to provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

AND ASSIGNOR DOES HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Work, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Work and the Application including any improvements made thereto, any non-provisional application(s) filed therefrom, and any continuing application(s) filed from aforementioned non-provisional application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries and ASSIGNOR does hereby appoint ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY acknowledge that, to the best of ASSIGNOR's knowledge, the Work is patentable, and ASSIGNOR further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

PATENT REEL: 033706 FRAME: 0013 Client Code: 088025-0012, -0068, -0072, -0076, -0077, -0078 Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 13 day of August, 2014

Office Escher

The administrator of the estate of Alan P. Escher

STATE OF California
COUNTY OF San Bennardino

On <u>OF-13-14</u>, before me, <u>C. Carl - Notary</u>, (name and title of "Notary Public") personally appeared <u>Sylvie Escher</u> personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (slare subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

O. Call
Notary Signature



DM\_US\_51335804-1.088025.0078

**PATENT** REEL: 033706 FRAME: 0014

RECORDED: 09/10/2014