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To the Honorable Commissioner of Patents and Trademarks: Please record the following:



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## 1. Name of conveying party(ies):

John G. Babish, Terrence Howell, and Linda Pacioretty

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

## 2. Name and address of receiving party(ies)

Name: **ASHNI NATURACEUTICALS, INC.**

Internal Address: \_\_\_\_\_

Street Address: **615 Arapeen Drive, Suite 102****Salt Lake City, Utah 84108**Additional Name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_Execution Date: November 7, 20014. Application number(s) or patent number(s): 09/919,349

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No(s).

01/10/2002 BNGUYEN1 00000010 09919349

01 FC:581

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## B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **M. Wayne Western**Mailing Address: **Thorpe, North & Western, LLP****P.O. Box 1219****Sandy, UT 84091-1219**Street Address: **8180 South 700 East**City: **Sandy** State: **Utah** Zip: **84070**6. Total number of applications and patents involved: 17. Total fee (27 CFR 3.41) ..... **\$40.00**☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

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## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.***M. Wayne Western**

Name of Person Signing

Signature

Date

Total number of pages including this cover sheet, attachments, and document: 4

Adjustment date: 01/10/2002 BNGUYEN1

01/09/2002 BNGUYEN1 00000011 09920339

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SANDY, UTAH 84091-1219

### ASSIGNMENT

WHEREAS, we, John G. Babish, resident of the state of New York, whose postal mailing address is 508 White Church Road, Brooktondale, New York 14817; Terrence Howell, a resident of the State of New York, whose postal mailing address is 62 Southworth Road, Dryden, New York 13053; and Linda Pacioretty, a resident of the State of New York, whose postal mailing address is 508 White Church Road, Brooktondale, New York 14817, (hereinafter "Assignors") have invented a certain new and useful improvement in a **COMBINATIONS OF DITERPENE TRIEPOXIDE LACTONES AND DITEPENE LACTONES OR TRITERPENES FOR SYNERGISTIC INHIBITION OF CYCLOOXYGENASE-2** for which an application for United States Letters Patent was filed on August 1, 2001, and given U.S. Patent Application Serial No. 09/920,339 (which is a non-provisional patent application claiming priority to provisional patent application Serial No. 60/222,166 filed August 1, 2000); and

WHEREAS, ASHNINATURACEUTICALS, INC., a organized and existing under the laws of the State of Delaware, having a business address of 615 Arapeen Way, #102, Salt Lake City, Utah 84108, (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, we the said Assignors, hereby grant and assign unto the said Assignee, our entire right, title and interest in said invention and in all patent applications based thereon, including but

not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; the right, power and authority to file and prosecute U.S. and foreign patent applications on said invention, and to do so in its own name wherever such right may be legally exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.

We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of our entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

We hereby agree, without further consideration and without expense to me, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or


proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

Executed this 7<sup>TH</sup> day of NOVEMBER, 2001 at ITHACA, NY

  
John G. Babish

Executed this 7<sup>TH</sup> day of NOVEMBER, 2001 at ITHACA, NY

  
Terrence Howell

Executed this 7<sup>TH</sup> day of NOVEMBER, 2001 at ITHACA, NY

  
Linda Pacioretti