

02-19-2002

Form PTO-1595

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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

Five Continent Enterprise, Inc.

1-29-02

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: October 3, 2001

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

Name: BioCell Technology, LLC

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

2931 E. La Jolla StreetAnaheim, California 92806

Street Address: \_\_\_\_\_

same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional name(s) & address(es) attached? ☐ Yes ☒ No

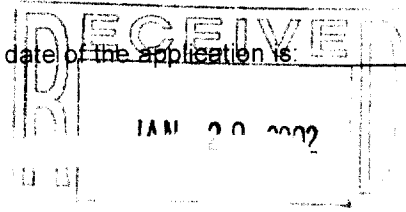
## 4. Application number(s) or patent number(s):

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

## A. Patent Application No.(s)

09/453,302

## B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

In H. Kim, Esq.

Name: STETINA BRUNDA GARRED & BRUCKER

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

75 Enterprise, Suite 250Aliso Viejo, California 92656

Street Address: \_\_\_\_\_

same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

19-4330

(Attach duplicate copy of this page if paying by deposit account)

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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.

In H. Kim

Name of Person Signing

Signature

01/07/2002

Date

Total number of pages including cover sheet, attachments, and documents: 1

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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PATENT  
REEL: 012573 FRAME: 0619

## ASSIGNMENT

The following Assignment document is prepared pursuant to the settlement agreement entered in the Superior Court of the State of California for the County of Orange, Central Judicial District, Case #00CC06708 on September 27th, 2001.

WHEREAS, Five Continent Enterprise, Inc., a California corporation having offices at 5000 Birch Street, West Tower, Suite 4000, Newport Beach, CA 92660 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States issued Letters Patents and applications for Letters Patents in the United States and Canada (hereinafter "the Patents and Patent Applications"):

<u>U.S. Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,025,327	February 15, 2000	HYDROLYZED COLLAGEN TYPE II AND USE THEREOF

<u>U.S. Application No.</u>	<u>Filing Date</u>	<u>Title</u>
09/453,302	December 2, 1999	METHOD OF MAKING HYDROLYZED COLLAGEN TYPE II

<u>Canadian Patent Application No.</u>	<u>Filing Date</u>	<u>Title</u>
2,212,649	August 8, 1997	HYDROLYZED COLLAGEN TYPE II AND USE THEREOF

WHEREAS, BioCell Technology, LLC, a California limited liability company having offices at 2931 E. La Jolla Street, Anaheim, CA 92806 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patents and Patent Applications;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and Patent Applications and all Patents that may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements and all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns 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 said issued Letters Patents:

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patens and Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications in all countries.

This Assignment becomes effective 10-03-, 2001.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10-3-01 day of , 2001.

Five Continent Enterprise Inc.

By:



Ahmad Alkayali, President

STATE OF CALIFORNIA

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5 ss.

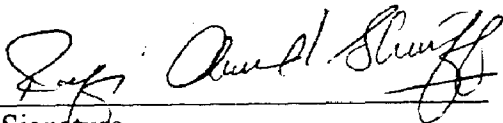
COUNTY OF ORANGE

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On 10-03-01, before me, RAFI AHMED SHARIFF *NOTARY PUBLIC*, personally appeared Ahmad Alkayali of Five Continent Enterprise, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his 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]



Notary Signature

