

B/O FORM PTO 1595 (1/31/92)

02-20-2002



|   | RECORDATION FORM CO<br>PATENTS ON   |                                  | 10100000  |  |
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|   |   |                                  | DOCKET NO.: NUTR-0001-  |  |
| o Director of U.S.  | Patent and Trademark Office. Please record the atta   | ched original documents or       | copy thereof.   |  |
| Alec Char<br>James Sela<br>Shayne M<br>R. Charlic<br>Lori Black | ander orris Thompson ther   |                                  |   |  |
| ∐ Add   | litional names of conveying parties attached  | Name: Internal Address:          | Nutraceutical Corporation   |  |
| Nature of   | Conveyance:   | Street Address:                  | 1400 Kearns Boulevard   |  |
|   | te: Alec Charters – January 23, 2001 James Selander – January 23, 2001 Shayne Morris – February 4, 2002 |                                  | 2 <sup>nd</sup> Floor   |  |
|   | R.Charlie Thompson - February 1, 2002   | City, State, Zip:                | Park City, Utah 84060   |  |
|   | Lori Blackner - February 9, 2002  | ☐ Additiona                      | Il name(s) and address(es) attached.                              |  |
| . (a) Patent App  | (a) Patent Application Number(s):   |                                  | 4. (b) Patent Numbers:  |  |
| f this document is b  | neing filed together with a new application, the execution date of the application is:                  |                                  |   |  |
|   | ☐ Additional Num  | bers Attached.                   |   |  |
|   | Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed:             |                                  | 6. Total Number of Applications and Patents Involved: 1           |  |
| ame:  | Ajay A. Jagtiani  | 7. Total Fee: (37 C.F.R. § 3.41) | \$40.00   |  |
| ddress:   | JAGTIANI + GUTTAG<br>10379-B Democracy Lane<br>Fairfax, Virginia 22030                                  | ☐ Enclosed. ☑ Authorized to      | be charged to deposit account.                                    |  |
|   |   | 8. Deposit Accou                 | unt Number: 10-0233 DPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT |  |
|   | DO NOT USE T  | HIS SPACE                        |   |  |
| To the best<br>document   | and Signature:  of my knowledge up belief, the foregoing is true and a                                  | orrect and any attached co       | py is a true copy of the original                                 |  |
|   |   |                                  | February 13, 2002   |  |
| ·   | <u> </u>  | T1                               | number of pages comprising cover sheet:                           |  |
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02/19/2002 GTOW11

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WHEREAS, ALEC CHARTERS, whose post office addresses appear below (hereinafter referred to as ASSIGNOR), have invented certain new and useful improvements in an HERBAL COMPOSITION AND METHOD FOR COMBATING INFLAMMATION (hereinafter referred to as THE INVENTION) for which an application for United States Letters Patent was filed concurrently herewith, Serial Number: \_\_\_\_\_\_;

WHEREAS, NUTRACEUTICAL CORPORATION, whose post office address is 1400 Kearns Blvd., Second Floor, Park City, Utah 84060, (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to the same in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, we, ASSIGNOR, by these presents do sell, assign and transfer until said ASSIGNEE, the entire right, title and interest in and to said invention and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to said invention throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said invention.

ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said invention, all without further consideration. ASSIGNOR also agrees, without further consideration and at ASSIGNEE's expense, to identify and communicate to ASSIGNEE at ASSIGNEE's request documents and information concerning the invention that are within ASSIGNOR's possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument.

ASSIGNOR also agrees, without further consideration and at ASSIGNEE's expense, to transfer the right to sue for past infringement to ASSIGNEE and at ASSIGNEE's request documents and information concerning the enforcement of the right to sue within ASSIGNOR's possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the right to sue of any patent encompassed within the terms of this instrument.

ASSIGNOR'S obligations under this instrument shall extend to ASSIGNOR'S heirs, executors, administrators and other legal representatives.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE'S sole use and behalf; and for the use and behalf of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

Alec Charters 3541 E. Gateway Road Salt Lake City, UT 84109

Date: 1-23-01

548-65-6443

SSn.

(Notarization preferred but not required)

Signature

Before me personally appeared said HICC CHARTERS and acknowledges this instrument to be his (her) free act and deed this Q3 day of JANUARY .V002.

Notary Public
JANET REES
490 North Main
Coalville, Utah 84017
My Commission Expires
July 25, 2005
State of Utah

WHEREAS, James Selander whose post office addresses appear below (hereinafter referred to as ASSIGNOR), have invented certain new and useful improvements in an HERBAL COMPOSITION AND METHOD FOR COMBATING INFLAMMATION (hereinafter referred to as THE INVENTION) for which an application for United States Letters Patent was filed concurrently herewith, Serial Number:

WHEREAS, NUTRACEUTICAL CORPORATION, whose post office address is 1400 Kearns Blvd., Second Floor, Park City, Utah 84060, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the same in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, we, ASSIGNOR, by these presents do sell, assign and transfer until said ASSIGNEE, the entire right, title and interest in and to said invention and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to said invention throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said invention.

ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filling, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said invention, all without further consideration. Assignor also agrees, without further consideration and at Assignee's expense, to identify and communicate to Assignee at ASSIGNEE'S request documents and information concerning the invention that are within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument.

ASSIGNOR also agrees, without further consideration and at ASSIGNEE'S expense, to transfer the right to sue for past infringement to ASSIGNEE and at ASSIGNEE's request documents and information concerning the enforcement of the right to sue within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the right to sue of any patent encompassed within the terms of this instrument.

Assignor's obligations under this instrument shall extend to Assignor's heirs, executors, administrators and other legal representatives.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE'S sole use and behalf; and for the use and behalf of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

James Selander 7955 Boot Hill Drive Park City, Utah 84098

528-86-6853

Before me personally appeared said JAMES SCIANOER and deed this 23 day of JANUARY 2002

and acknowledges this instrument to be his (her) free act

eion Expires July 25, 2005 State of Utah

**PATENT** 

REEL: 012578 FRAME: 0076

WHEREAS, SHAYNE MORRIS whose post office addresses appear below (hereinafter referred to as ASSIGNOR), have invented certain new and useful improvements in an HERBAL COMPOSITION AND METHOD FOR COMBATING INFLAMMATION (hereinafter referred to as THE INVENTION) for which an application for United States Letters Patent was filed concurrently herewith, Serial Number:

WHEREAS, NUTRACEUTICAL CORPORATION, whose post office address is 1400 Kearns Blvd., Second Floor, Park City, Utah 84060, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the same in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, we, Assignor, by these presents do sell, assign and transfer until said Assignee, the entire right, title and interest in and to said invention and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to said invention throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded Assignor under the terms of the Paris International Convention and all other available international conventions and treatics; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said invention.

ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said invention, all without further consideration. ASSIGNOR also agrees, without further consideration and at ASSIGNEE's expense, to identify and communicate to ASSIGNEE at ASSIGNEE's request documents and information concerning the invention that are within ASSIGNOR's possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument.

ASSIGNOR also agrees, without further consideration and at ASSIGNEE's expense, to transfer the right to sue for past infringement to ASSIGNEE and at ASSIGNEE's request documents and information concerning the enforcement of the right to sue within ASSIGNOR's possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the right to sue of any patent encompassed within the terms of this instrument.

ASSIGNOR'S obligations under this instrument shall extend to ASSIGNOR'S heirs, executors, administrators and other legal representatives.

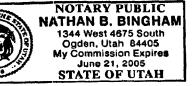
ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE'S sole use and behalf; and for the use and behalf of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

Shayne Morris 811 N. Avalon Hill Ogden, Utah 84404

Signata

(Notarization preferred but not required)

Notary Public B. Bingh



WHEREAS, ROBERT CHARLES THOMPSON whose post office addresses appear below (hereinafter referred to as ASSIGNOR), have invented certain new and useful improvements in an HERBAL COMPOSITION AND METHOD FOR COMBATING INFLAMMATION (hereinafter referred to as THE INVENTION) for which an application for United States Letters Patent was filed concurrently herewith, Serial Number:

WHEREAS, NUTRACEUTICAL CORPORATION, whose post office address is 1400 Kearns Blvd., Second Floor, Park City, Utah 84060, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the same in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, we, ASSIGNOR, by these presents do sell, assign and transfer until said ASSIGNEE, the entire right, title and interest in and to said invention and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to said invention throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said invention.

ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said invention, all without further consideration. ASSIGNOR also agrees, without further consideration and at ASSIGNEE's expense, to identify and communicate to ASSIGNEE at ASSIGNEE'S request documents and information concerning the invention that are within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument.

ASSIGNOR also agrees, without further consideration and at ASSIGNEE'S expense, to transfer the right to sue for past infringement to ASSIGNEE and at ASSIGNEE's request documents and information concerning the enforcement of the right to sue within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the right to sue of any patent encompassed within the terms of this instrument.

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ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE'S sole use and behalf; and for the use and behalf of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

**Robert Charles Thompson** 4075 N. Morgan Valley Drive Peterson, Utah 84050

E Charles Thompson
1 Feb 202

sury Public Re Carry

ssn.

(Notarization preferred but not required)

Before me personally appeared said & Charlie Mongran and deed this day of Almana 200

and acknowledges this instrument to be his (her) free act

**DEBRA M CAREY** NOTARY PUBLIC • STATE of UTAH 101 NORTH MAIN CLEARFIELD, UT 84015 COMM. EXP. 10-09-2003

ASSIGNMENT WHEREAS, LORI BLACKNER whose post office addresses appear below (hereinafter referred to as ASSIGNOR), have invented certain new and useful improvements in an HERBAL COMPOSITION AND METHOD FOR COMBATING INFLAMMATION (hereinafter referred to as Till) INVENTION) for which an application for United States Letters Patent was filed concurrently herewith, Serial Number: WHEREAS, NUTRACEUTICAL CORPORATION, whose post office address is 1400 Kearns Blvd., Second Floor, Park City, Utah 84060, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the same in the United States and throughout the world; NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, we, ASSIGNOR, by these presents do sell, assign and transfer until said ASSIGNEE, the entire right, title and interest in and to said invention and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to said invention throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said invention. ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said invention, all without further consideration. Assignor also agrees, without further consideration and at Assignee's expense, to identify and communicate to Assignee at ASSIGNEE'S request documents and information concerning the invention that are within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument. ASSIGNOR also agrees, without further consideration and at ASSIGNEE'S expense, to transfer the right to sue for past infringement to ASSIGNEE and at ASSIGNEE'S request documents and information concerning the enforcement of the right to sue within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the right to sue of any patent encompassed within the terms of this instrument. ASSIGNOR'S obligations under this instrument shall extend to ASSIGNOR'S heirs, executors, administrators and other legal representatives. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to Assignee of the entire right, title and interest in and to the same, for Assignee's sole use and behalf; and for the use and behalf of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made. Lori Blackner 4747 Legacy Park Court Chattanooga, Tennessee 37421

**RECORDED: 02/13/2002** 

Blickne and acknowledges this instrument to be his (her) free act

Notary Public

My Commission Expires Nov. 6, 2002