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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):
Ming-Huang LAN; Chang-Chou LAN; Chung-Liang LAN;
Chung-Min LAN

2. Name and address of receiving party(ies):
Ming-Huang LAN & Li-Yu WU

Internal Address: _____

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

Street Address: 7F, No. 9, Lane 191, Sec. 2, Di-Hua Street

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

City: Taipei State: _____ Zip: _____

Country: Taiwan R.O.C.

Additional name(s) & Address(es) attached? Yes No

Execution Date: Feb. 2, 2002; Feb. 2, 2002; Feb. 2, 2002;
Feb. 2, 2002

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

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

A. Patent Application No.(s)

B. Patent No.(s)

10/023,362

Additional numbers attached? Yes No

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

Name: LaRiviere, Grubman & Payne, LLP

Internal Address: Mark E. Andrews

Street Address: P.O. Box 3140

City: Monterey State: CA Zip: 93942

6. Total number of applications and patents involved:

One

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account number:

(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.

Mark E. Andrews
Name of Person Signing

Mark E. Andrews
Signature

Feb. 28, 2002
Date

Total number of pages comprising cover sheet 1

03/12/2002 LAMER 00000245 10023362

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40.00 US

ASSIGNMENT AGREEMENT

FOR good and valuable consideration, receipt of which is hereby acknowledged,

Ming-Huang LAN, of Taipei, Taiwan, R.O.C.

Chang-Chou LAN, of Taipei, Taiwan, R.O.C.

Chung-Liang LAN, of Taipei, Taiwan, R.O.C.

Chung-Min LAN, of Taipei, Taiwan, R.O.C.

hereinafter ASSIGNORS, do hereby sell, assign and transfer unto **MING-HUANG LAN and LI-YU WU**, doing business in **Taipei, Taiwan, R.O.C.**, hereinafter ASSIGNEES, its successors and assignees, the entire title, interest and right, including the right of priority, in an application for Letters Patent of the United States entitled **INCUBATION METHOD FOR OBTAINING SOLID CULTURE OF ZANG ZHI, SOLID CULTURE OBTAINED THEREFROM, PROCESSED PRODUCTS AND USE THEREOF**, filed on December 14, 2001, and assigned U.S. Serial No. 10/023,362, and the inventions and any of them therein set forth and described, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor, and any and all provisional, divisional, reissue, continuation, substitute or renewal applications thereof which have been or shall be filed in the United States and any and all equivalents thereto in any and all foreign countries;

And for the above consideration ASSIGNORS covenant to ASSIGNEES, under identical terms herein, any and all improvements which have been or shall be developed by ASSIGNORS regarding subject matter herein;

And for the above consideration ASSIGNORS agree promptly upon request of the ASSIGNEES, its successors and assignees, to execute and deliver without further compensation any power of attorney, assignment, application (whether original, continuation, renewal, substitute, divisional or reissue) or other papers which may be necessary or desirable fully to secure to ASSIGNEES, its successors and assignees, the inventions and any of them described in said application and patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of appeal and interference proceedings involving said inventions and/or in the adjudication or re-examination of said Letters Patent, provided that the expenses which may be incurred by ASSIGNORS in lending such cooperation and assistance be paid by ASSIGNEES; and

ASSIGNORS covenant that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by ASSIGNORS, and that full right to convey the same as herein expressed is possessed by ASSIGNORS.

This agreement constitutes the entire agreement of the parties and supersedes and cancels any and all prior and/or contemporaneous utterances, statements, representation, understandings and/or agreements whether oral and/or written in connection with this agreement.

IN WITNESS WHEREOF, ASSIGNORS agree to the above-mentioned terms and conditions as evidenced by their signatures below:

2.20, 02
Date

Ming-Huang LAN
Ming-Huang LAN

2 20, 02
Date

Chang - Chou LAN
Chang-Chou LAN

2.20, 02
Date

Chung - Liang LAN
Chung-Liang LAN

2 20, 02
Date

Chung - Min LAN
Chung-Min LAN