

05-24-2002



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RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office

DOCKET NO.: NUTR-0001-1

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



To Director of U.S. Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of Conveying Party(ies):  
Alec Charters  
James Selander  
Shayne Morris  
Robert Charles Thompson  
Lori Blackner  
 Additional names of conveying parties attached

5.17.02

Name: Nutraceutical Corporation

Internal Address:

Street Address: 1400 Kearns Boulevard  
2<sup>nd</sup> Floor

City, State, Zip: Park City, Utah 84060

Additional name(s) and address(es) attached.

3. Nature of Conveyance:  
 Assignment  Change of Name  
 Other:  
Execution Date: Alec Charters - May 2, 2002  
James Selander - January 23, 2002  
Shayne Morris - February 4, 2002  
Robert Charles Thompson - February 1, 2002  
Lori Blackner - February 9, 2002

4. (a) Patent Application Number(s):  
10/035,203  
If this document is being filed together with a new application, the execution date of the application is:

4. (b) Patent Numbers:

Additional Numbers Attached.

5. Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed:  
Name: Ajay A. Jagtiani  
Address: JAGTIANI + GUTTAG  
10379-B Democracy Lane  
Fairfax, Virginia 22030

6. Total Number of Applications and Patents Involved: 1

7. Total Fee: \$40.00  
(37 C.F.R. § 3.41)

Enclosed.  
 Authorized to be charged to deposit account.

8. Deposit Account Number:  
10-0233

ATTACH DUPLICATE COPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT

DO NOT USE THIS SPACE

9. Statement and Signature:  
*To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.*  
Ajay A. Jagtiani, Registration Number 35,205  
  
May 17, 2002

Total number of pages comprising cover sheet: 1

**ASSIGNMENT**

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.

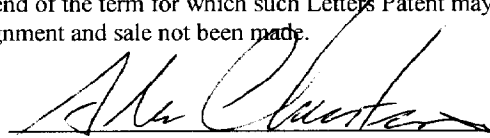
ALSO, **ASSIGNOR** hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention, including 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

  
5/2/02  
Signature

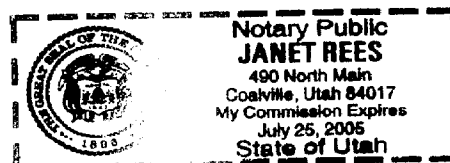
Date:

SSP.

(Notarization preferred but not required)

Before me personally appeared said Alec Charters and acknowledges this instrument to be his (her) free act and deed this 2 day of MAY, 2002.

  
Notary Public



### ASSIGNMENT

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 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.

**James Selander**  
7955 Boot Hill Drive  
Park City, Utah 84098

  
Signature


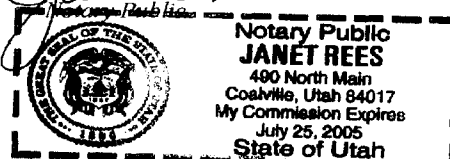
Date: 1/23/02

528-86-6853

SSN.

(Notarization preferred but not required)

Before me personally appeared said JAMES SELANDER and acknowledges this instrument to be his (her) free act and deed this 23 day of JANUARY 2002.

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

### ASSIGNMENT

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 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.

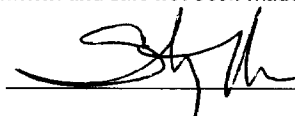
ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention, including additional 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.

Shayne Morris  
811 N. Avalon Hill  
Ogden, Utah 84404

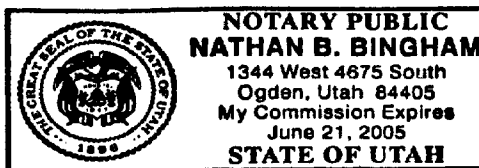
  
\_\_\_\_\_  
Signature

Date: 2-4-02

528-53-3904  
\_\_\_\_\_  
SSN. (Notarization preferred but not required)

Before me personally appeared said Shayne Morris and acknowledges this instrument to be his ~~her~~ free act and deed this 4 day of FEBRUARY, 2002.

  
Nathan B. Bingham  
Notary Public



**ASSIGNMENT**

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.

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.

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

R. Charles Thompson  
Signature

Date: 1 Feb 2002

SSN.

(Notarization preferred but not required)

Before me personally appeared said R. Charles Thompson and acknowledges this instrument to be his (her) free act and deed this 1<sup>st</sup> day of February, 2002.

Debra M Carey  
Notary Public

**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 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.

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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.

**Lori Blackner**  
4747 Legacy Park Court  
Chattanooga, Tennessee 37421

Lori Blackner  
Signature

Date: 02/09/02

508-11-5021  
SSN. (Notarization preferred but not required)

Before me personally appeared said Lori Blackner and acknowledges this instrument to be his (her) free act and deed this 9th day of February.

Jim Warner  
Notary Public

My Commission Expires Nov. 6, 2002