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Attorney Docket No.: INOV519877

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

1. Submission Type

☒ New

☐ Resubmission (Non-Recordation)

Document ID# _____

☐ Correction of PTO Error: Reel _____, Frame _____

2. Conveyance Type:

☒ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other:

3. Name of conveying party:

Haarmann & Reimer

(New Jersey General Partnership)

Execution Date:

December 31, 2001

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

4. Name and address of receiving party:

Name: Inovatech Corporation
(Barbados corporation)

Address: Suite 201 Lauriston, Collymore Rock
St. Michael, Barbados

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

5. Application number(s) and/or patent number(s):

A. Patent Application No(s).

B. Patent No. 5,458,876

Additional numbers attached? ☐ Yes ☒ No

If this document is being filed together with a new patent application, enter the date the patent application was signed by the first named executing inventor: _____

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

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7. Total number of applications and/or patents involved: 1

8. Total fee (37 C.F.R. 3.41):.....\$40.00

Enclosed Check No. _____ includes the recordation fee.

9. ☒ The fee is authorized to be charged to Deposit Account No. 03-1740. (A duplicate copy of this page is enclosed.)

10. The Director is hereby authorized to charge any fees under 37 C.F.R. § 3.41 which may be required by this paper, or credit any overpayment, to Deposit Account No. 03-1740.

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11. 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.

Paul C. Cullom, Jr.

Name of Attorney or Agent

Registration No. 25,580

Direct Dial 206.695.1707

Paul C. Cullom Jr.

Signature

March 27, 2003

Date

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

I hereby certify that this correspondence is being transmitted via facsimile to the U.S. Patent and Trademark Office, Assignment Division, at facsimile number (703) 306-5995, on the below date.

Date: March 27, 2003
700026888

PATENT
REEL: 13516 FRAME: 0679

ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 31st day of October, 2001 ("Effective Date"), HAARMANN & REIMER, a general partnership organized and existing under the laws of the State of New Jersey, having offices at 300 North Street, Teterboro, NJ 07608 ("H&R"), and Inovatech Corporation, incorporated under the Companies Act of Barbados, having offices at Suite 201 Lauriston, Collymore Rock, St. Michael, Barbados ("IC"), agree as follows:

1. H&R owns all right, title, and interest in and to U.S. Patent No. 5,458,876, which issued on October 17, 1995 ("the '876 Patent"), the invention disclosed and claimed therein. ("the Patent").
2. IC desires to acquire and H&R is willing to assign to IC all of H&R's right, title, and interest in and to the Patent and any inventions disclosed and claimed therein.
3. H&R hereby transfers, grants, conveys, assigns, and relinquishes exclusively to IC all of H&R's right, title, and interest in and to the Patent, and the inventions claimed therein.
4. On the Effective Date, IC shall pay to H&R the sum of fifty thousand U.S. dollars (USD \$50,000) by certified check or wire transfer, as specified by H&R.
5. H&R shall execute and deliver to IC the Assignment in Attachment A hereto, and, from time to time after the date hereof upon the request of IC, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of all the Patents to IC, or the original ownership of all the Patents on the part of H&R, to the fullest extent possible.
6. In furtherance of this Agreement, H&R hereby acknowledges that, from the Effective Date forward, IC has succeeded to all of H&R's right, title, and standing to receive all rights and benefits pertaining to the Patent, institute and prosecute all suits and proceedings, and take all actions that IC, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under the Patent, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as IC, in its sole discretion, deems advisable.
7. H&R represents and warrants that no consent of any other parties are necessary or appropriate under any agreements concerning any of the Patents in order for the transfer and assignment of the Patent under this Agreement to be legally effective.

8. H&R represents and warrants that, to the best of H&R's knowledge, upon consummation of this Agreement, IC shall have good and marketable title to the Patent, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.

9. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (excluding conflicts of law rules) and of the United States.

11. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

HAARMANN & REIMER

INOVATECH CORPORATION

By

By

Name/Title Blickstein CEO

Name/Title Hernan G. Etcheto, COO

Date 12-31-01

Date Dec 17-2001

ATTACHMENT AASSIGNMENT

WHEREAS, HAARMANN & REIMER, having offices at 300 North Street, Teterboro, NJ 07608 ("H&R"), owns, by assignment, all right, title, and interest in U.S. Patent No. 5,458,876 entitled "Control of Microbial Growth With Lantibiotic/Lysozyme Formulations" and any invention claimed therein; and

Inovatech Corporation, having offices at Suite 201 Lauriston, Collymore Rock, St. Michael, Barbados ("IC"), desires to own H&R's entire right, title, and interest in and to the invention in and to U.S. Letters Patent No. 5,458,876.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, H&R hereby sells, assigns, transfers, and sets over to IC, its lawful successors and assigns, H&R's entire right, title, and interest in and to U.S. Patent No. 5,458,876, the invention claimed therein, any other patent application directed to the invention, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and H&R hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue patents on applications as described above, to issue all Letters Patent for this invention to IC, its successors and assigns, in accordance with the terms of this Assignment;

AND, H&R HEREBY further covenants that H&R has the full right to convey the interest assigned by this Assignment, H&R will take all action and execute all documents necessary to perfect the interest assigned hereby, and H&R has not executed and will not execute any agreement in conflict with this Assignment.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

HAARMANN & REIMER

By

Name/Title Birchmont Inc. CEO

Date

12-31-01

INOVATECH CORPORATION

By

Name/Title HERNAN G. ESTRELO, COO

Date

Dec. 17-01

s/mc/njc0104
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