

06-12-2003

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of Patents

102471313

document or copy thereof

1. Name of conveying party:

LONG Y. CHIANGAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Execution Date: **November 1, 2002**

2. Name and address of receiving party:

Name: **C SIXTY INC.**

Internal Address:

Street Address: **2250 Holcombe Blvd., Suite 174**City: **Houston** State: **Texas** Zip: **77030**Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration 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):

B. Patent No.(s):

6,452,037Additional numbers attached? ☐ Yes ☒ No

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

Name: **Raymund F. Eich, Ph.D.****Williams, Morgan & Amerson, P.C.**
10333 Richmond, Suite 1100City: **Houston** State: **Texas** Zip: **77042**6. Total number of applications and patents involved **1**7. Total fee (37 C.F.R. 3.41)----- \$ **40.00**

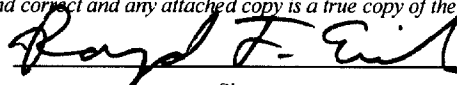
Enclosed

Authorized to be charged to deposit account
if check insufficient or inadvertently omitted8. Deposit account number: **50-0786/4451.001100RFE**

(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.***Raymund F. Eich, Ph.D.**Name of Person Signing, Reg. No. **42,508**

Signature

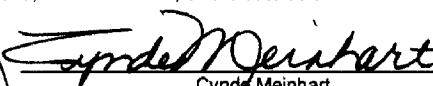
06/03/03

Date

Total number of pages including cover sheet, attachments and documents: **12**CERTIFICATE OF MAILING
37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as First Class Mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date below:

June 3, 2003



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PATENT
REEL: 014146 FRAME: 0227

C Sixty Inc.

410 Pierce Street, Suite 220, Houston TX 77002 Tel. 832 476 9320

November 1, 2002

Dr. Long Y. Chiang
11 Davis Road
Acton, MA

**Re. Agreement to Assign Patents and Serve as Chief Scientific Officer
of PhotoBucky**

Dear Dr. Chiang:

This Agreement is entered into effective on the 1st day of November 2002 (the "Agreement"), by and between C Sixty Inc. ("C Sixty" or the "Company"), 410 Pierce Street, Suite 220, Houston, TX 77002, and Dr. Long Y. Chiang ("Chiang"), an individual residing at 11 Davis Road, Acton MA. Each of the Company or PhotoBucky and Chiang are individually referred to herein as a "Party" and collectively as the "Parties."

The Company is engaged in the development of its photo-dynamic fullerene business (the "PDT Division"). The Company intends to pursue the further development and financing of the PDT Division through merger, joint venture and/or private placement of additional funds under the name "PhotoBucky" or such other name selected by the Company (and any successor entity by merger or consolidation or independent financing being referred to herein as "PhotoBucky"). Upon PhotoBucky closing of a transaction pursuant to which PhotoBucky secures not less than \$2 million in equity financing (the "Transaction"), Chiang shall be appointed as Chief Scientific Officer of PhotoBucky to serve pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Position, Responsibilities:

(a) It is intended that during the Term of this Agreement, Chiang shall serve initially as Chief Scientific Officer of PhotoBucky with responsibility for performing such duties for PhotoBucky and its subsidiaries as Chiang shall reasonably be directed to perform by the board of directors of the Company (the "Board"). In the event PhotoBucky and Chiang mutually agree to convert Chiang's position with PhotoBucky to that of an employee on a full time basis, PhotoBucky and Chiang shall seek to negotiate an amendment of this Agreement with respect to compensation and other matters to reflect such new full-time employment on mutually acceptable terms. As used herein, "Services" shall include services rendered as Chief Scientific Officer.

(b) As Chief Scientific Officer, subject to Board direction: (i) Chiang will provide technical and business development expertise to the Company, and will endeavor to assure that PhotoBucky maintains its lead in medical applications of fullerenes in the area of photo-dynamic therapy, (ii) Chiang will direct the scientific research and R&D projects of PhotoBucky, lead product development projects, and internal PhotoBucky research projects in the event a PhotoBucky corporate research laboratory is established. In addition, the Chiang will continue to advance PhotoBucky's core technology, and endeavor to assure that PhotoBucky maintains its position as one of the world's leading photo-dynamic fullerene companies. Chiang will develop and implement a strategy for positioning PhotoBucky to be visionary and uniquely attuned to the biotech industry's future.

(c) Chiang shall devote his entire available business time and attention to the business and affairs of PhotoBucky subject to the reasonable time requirements of academic institutions in connection with Chiang's position as Professor of Chemistry at said institution (for so long as Chiang retains such position).

(d) Chiang and the Company agree that, without limitation, all biopharmaceutical applications of the fullerene molecule and the fullerene technology in the area of photo-dynamic therapy shall be included in the Services provided hereunder.

2. Assignment of Intellectual Property

(a) In consideration of \$5,000 to be delivered to Chiang promptly following the execution of this Agreement and the prior costs paid by the Company associated with filing and prosecution of the Patents (defined below), Chiang hereby assigns to C Sixty Inc., a Delaware corporation, its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of the application for the following patents and inventions currently owned solely by Chiang (the "Chiang Patents):

- i. "Tumor Treatment", *U.S. Patent* 09/666,989 (pending), filed on September 21, 2000, Y. Chi and L. Y. Chiang.
- ii. "Tumor Treatment", *World patent* US01/29081 (pending), filed on September 18, 2001, Y. Chi and L. Y. Chiang.
- iii. "Multioligoanilinated Fullerenes", *U.S. Patent* 6,452,037, September 17, 2002, L. Y. Chiang.
- iv. "Multioligoanilinated Fullerenes", *Can. Patent* 2381875 (pending), filed on April 17, 2002, L. Y. Chiang.
- v. "Multioligoanilinated Fullerenes", *Eur. Patent* 02009029.6 (pending), filed on April 23, 2002, L. Y. Chiang.

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- vi. "Multioligoanilinated Fullerenes", *Jpn. Patent* 2002-120491 (pending), filed on April 23, 2002, L. Y. Chiang.

and Chiang authorizes and requests the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; this assignment including said application, any and all continuation, continuation-in-part, and divisional application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and Chiang authorize the Assignee to apply in all countries in Chiang's name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and Chiang agrees, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment. Chiang agrees to execute such further assignments and documentation requested by the Company to effectuate the foregoing assignment.

(b) In addition, Chiang will use his reasonable best efforts to assist the Company or PhotoBucky in obtaining assignments or licenses on most favorable terms to all right, title and interest throughout the world in the inventions and improvements which are subject of the application for the following patents and inventions currently owned by third parties (the "NSC and Exxon Patents"):

(x) *Patents under National Science Council of the Republic of Taiwan:*

- i. "Fullerene Derivatives as Free-Radical Scavengers", *U.S. Patent* 5,648,523, 1997. L. Y. Chiang.
- ii. "Fullerene Derivatives as Free-Radical Scavengers", *European Patent* 0770,577, 2000. L. Y. Chiang.
- iii. "Therapeutic Use of Water-soluble Fullerene Derivatives", *U.S. Patent* 5,994,410, 1999. L. Y. Chiang, Y. L. Lai, M. C. Tsai, Y. T. Lee, H. C. Huang, M. K. Lai, and F. J. Lu.

(y) *Patents under Exxon Corporation:*

- i. "Formation of Polysubstituted Fullerenes," *U.S. Patent* 5,177,248, January 5, 1993. L. Y. Chiang, R. Upasani, and J. W. Swirczewski.
- ii. "Polysubstituted Fullerenes and their Preparation," *U. S. Patent* 5,294,732. March 15, 1994. L. Y. Chiang, R. Upasani, and J. W. Swirczewski.
- iii. "Polysubstituted Fullerenes and their Preparation (C-2608)," *U. S. Patent* 5,416,188, 1995. L. Y. Chiang, R. Upasani, and J. W. Swirczewski.

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- iv. "Polysubstituted Fullerenes and their Preparation," European Patent 92309875.0, filed on October 28, 1992, Canadian Patent filed, and Japanese Patent filed, L. Y. Chiang, R. Upasani, and J. W. Swirczewski.
- v. "Synthesis of Sulfated Fullerenes," U.S. Patent 901,050, filed on July 10, 1992. L. Y. Chiang, G. L. Miller, and J. M. Millar.
- vi. "Synthesis of Sulfated Fullerenes," European Patent Appl. EP 575129. L. Y. Chiang, G. L. Miller, and J. M. Millar.

(c) In addition, Chiang hereby grants to the Company an option ("Option") to acquire all right, title and interest throughout the world in the inventions and improvements which are subject of the application for the following patents and inventions currently owned by Chiang:

- i. "Fullerene Derivatives as Free-Radical Scavengers", *R.O.C. (Taiwan) Patent 0495-2403-E*, 2000. L. Y. Chiang.
- ii. "Fullerene Derivatives as Free-Radical Scavengers", *Japan Patent* (pending). L. Y. Chiang.

The Option may be exercised (a) at any time by written notice from the Company to Chiang, (b) for a period commencing on the date hereof through the first anniversary following issuance of the patents by the applicable issuing agency, and (c) payment by the Company to Chiang of an Option exercise price sufficient to cover all application costs related to (i) and (ii).

3. Compensation for Patents and Service as Chief Scientific Officer of PhotoBucky:

(a) Upon closing of the Transaction, PhotoBucky shall pay to Chiang \$20,000 in further consideration of the assignment of the Chiang Patents and C Sixty will assign rights of the Chiang Patents to PhotoBucky.

(b) Upon closing of the Transaction and upon execution of consulting agreements reasonably acceptable to the Company, PhotoBucky shall pay \$10,000 to each of Chi Yu and Taizoon Canteenwala for their prior and future participation in the development of photo-dynamic fullerene therapeutics under the direction of Chiang. Each of Chi Yu and Taizoon Canteenwala shall serve as Research Scientists to the Company in the area of biology and chemistry relating to photo-dynamic fullerene therapeutics.

(c) Upon assignment or license to the Company or PhotoBucky of the NSC and Exxon Patents, PhotoBucky shall pay to Chiang \$20,000 for his assistance in securing such assignments on favorable terms.

(d) Upon closing of the Transaction, for Services rendered by Chiang as Chief Scientific Officer of PhotoBucky, PhotoBucky shall pay Chiang a salary ("Salary") of

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Eight Thousand Three Hundred Thirty-Three dollars (US\$8,333.00) per month for Services rendered hereunder, being an annual rate of US\$100,000. The Salary will be payable monthly in arrears.

4. Grant of Options in PhotoBucky.

Options to purchase five percent (5%) of the outstanding common stock of PhotoBucky immediately prior to consummation of the Transaction ("Common Stock") will be granted to Chiang, subject to the terms and conditions of a "PhotoBucky Stock Option Plan" to be approved and adopted by the Board of Directors of the Company, with (i) a ten year term, (ii) an exercise price equal to the price per share of Common Stock which equates to an equity value of PhotoBucky assigned in the Transaction, but in not event less than a total equity valuation of PhotoBucky of \$5 million, and (iii) a vesting schedule of one-third per year on the first, second and third anniversary of commencement of Service.

5. Term of Service. The term of Chiang's Service shall commence on the closing of the Transaction and continue for a period of three years. The Company or PhotoBucky and Chiang may extend the term of Service at the end of the initial period upon mutual written agreement. Such additional period(s) shall begin immediately upon the conclusion of the initial or otherwise immediately preceding period. Notwithstanding the foregoing, the Company may terminate the Service upon 30 days notice to Chiang and payment of severance of the lesser of six (6) months Salary or the remaining Salary due under the Term. In addition, Service may be terminated by either party at any time based on the other party's material breach of this Agreement, if such breach is not cured within five (5) calendar days of a notice of the breach.

6. Confidentiality. Chiang shall hold in confidence and shall not, except in the course of performing Chiang's obligations under this Agreement or pursuant to written authorization from the Company, at any time during or for five (5) years after termination of Chiang's relationship with the Company or PhotoBucky: (a) directly or indirectly reveal, report, publish, disclose transfer Confidential Information, or any part thereof to any person or entity; or (b) use any Confidential Information or any part thereof for any purpose other than for the benefit of the Company or PhotoBucky; or (c) assist any person or entity other than the Company or PhotoBucky to secure any benefit from Confidential Information or any part thereof.

For the purposes of this Agreement, 'Confidential Information' shall mean each of the following: (a) any information or material proprietary to the Company or PhotoBucky designated as confidential either orally or in writing by the Company or PhotoBucky; and (b) any information not generally known by non-Company or PhotoBucky personnel (other than persons subject to confidentiality); and (c) any information which Chiang should know the Company or PhotoBucky would not care to have revealed to others or used in competition with the Company or PhotoBucky; and (d) any information which Chiang made or makes, conceived or conceives, developed or develops or obtained or obtains through or has access to as a result of Chiang's relationship with the Company or PhotoBucky (including information

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received, originated, discovered or developed in whole or in part by Chiang). Confidential Information also includes any information which the Company or PhotoBucky obtains from another party and which the Company or PhotoBucky treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Company or PhotoBucky, including without limitation information of or concerning the Company or PhotoBucky's joint venture or other partners or investors. The failure of the Company or PhotoBucky to mark any of the above-described information as proprietary, confidential, or secret shall not affect its status as part of the Confidential Information protected by this Agreement. It is understood; however, that no information shall be considered as Confidential Information, regardless of its having been marked as such, if: (w) it is or becomes publicly available through no fault of Chiang; or (x) it is disclosed to Chiang by a third party entitled to disclose it; or (y) it is known to Chiang prior to its disclosure to Chiang. Information publicly known that is generally employed by the drug development industry at or after the time Chiang first learns of such information, or generic information or knowledge which Chiang would have learned in the course of similar employment or work elsewhere in the drug development industry shall not be deemed part of the Confidential Information.

7. Ownership of Materials. Except as specified in Paragraph 6, Chiang agrees that all Confidential Information, as defined above, shall belong exclusively, and without any additional compensation, to the Company. To the extent not covered by the preceding sentence, all copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Chiang in connection with research funded by the Company or PhotoBucky during the course of performing the Services (collectively, the "Work Product") shall belong exclusively to the Company and shall, to the extent possible, be considered a "work made for hire" for the Company; to the extent such work is determined not to constitute "works made for hire" as a matter of law, Chiang hereby irrevocably assigns and transfers to the Company (or PhotoBucky if directed by the Company), as of the time of creation of the Work Product, any and all right, title, or interest he may have in such Work Product. Notwithstanding anything herein to the contrary, Work Product shall include all biopharmaceutical applications of the fullerene molecule and the fullerene technology whether or not in the area of photo-dynamic therapy. Upon request of the Company or PhotoBucky, and at the Company or PhotoBucky's expense, Chiang shall take such further actions, including execution and delivery of instruments of conveyance necessary to obtain legal protection in the United States and foreign countries for such Work Product and for the purpose of vesting title thereto in the Company or PhotoBucky, or its nominee, as may be appropriate to give full and proper effect to such assignment and to vest in the Company or PhotoBucky complete title and ownership to such Work Product.

8. Finalization. Upon notice of termination of this Agreement being given, Chiang shall inform the Company or PhotoBucky of the extent to which performance has been completed through the anticipated time for termination, and shall immediately take steps to wind down work in progress in an orderly fashion during the notice period. At the end of the notice period, Chiang shall deliver to the Company or PhotoBucky all Work Product that then exists, in whatever media it exists, and in any manner reasonably requested by the Company or PhotoBucky.

Chiang shall remove all software created as part of the Services from Chiang's hard drives and from any backups. Upon termination of this Agreement, or upon the request of the Company or PhotoBucky at any time during this Agreement, Chiang shall promptly return to the Company or PhotoBucky any and all property of the Company or PhotoBucky, including without limitation, any supplies, materials, software, or equipment that have been provided to Chiang by or through the Company or PhotoBucky for Chiang's use in performance of the Services. Chiang warrants and acknowledges that he does not now have, nor shall have after termination or expiration, any continuing interest or rights to the goodwill, assets or profits or royalties of the Company or PhotoBucky, and that the Company or PhotoBucky's sole responsibilities and liabilities are as set forth herein.

9. **Relationship of Parties.** Until such time as Chiang becomes a full-time employee of PhotoBucky he shall perform under this Agreement as an independent contractor, and not as an employee, agent, representative, or partner of the Company or PhotoBucky.

10. **Miscellaneous.** This Agreement supersedes any and all prior Agreements or understandings, written or oral, of the parties hereto with respect to the subject matter hereof and incorporates the entire understanding of the parties with respect to such subject matter. This Agreement will be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, successors and assigns. Notwithstanding the foregoing, this Agreement may not be assigned by either of the parties hereto without the prior written consent of the other; provided, C Sixty may assign this Agreement and/or the benefits derived hereunder to PhotoBucky or any other affiliate (as defined under the Securities Act of 1933, as amended). This Agreement will be construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of law. Any notice to a Party will be sent to the addresses set forth herein and will be deemed received upon delivery. Upon consummation of a Transaction, all obligations of the Company hereunder may be assigned by the Company to, and upon assignment will be assumed by, PhotoBucky and the Company shall not have any continuing liability hereunder. Any provision of this Agreement which by its terms imposes continuing obligations on the parties, shall survive the expiration or termination of this Agreement. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by written consent signed by the parties. This Agreement may be executed in one or more counterparts each of which will be considered an original and when taken together will constitute one Agreement.


November 1, 2002

If the foregoing conforms with your understanding, kindly indicate your Agreement with the above by executing and returning one copy of this Agreement to the undersigned.

We would like to thank you for the opportunity to work together on this important transaction.

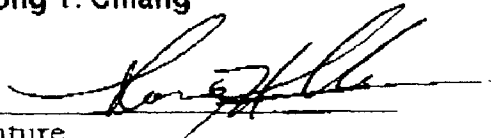
Very truly yours,

C Sixty Inc.,
A Delaware corporation

By: 
Name: Philip A. Epstein
Title: Chief Executive Officer

Agreed to and accepted this 1st day of November, 2002.

Dr. Long Y. Chiang


Signature