

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Xantech Pharmaceuticals, Inc.	06/21/2004

RECEIVING PARTY DATA

Name:	Provectus Biotech, Inc.
Street Address:	7327 Oak Ridge Highway
Internal Address:	Suite A
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37931

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6495360
Patent Number:	6451597
Application Number:	09803609
Patent Number:	6468777

CORRESPONDENCE DATA

Fax Number: (901)577-4257  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (901) 577-2180  
Email: vjohnson@bakerdonelson.com  
Correspondent Name: Valerie Walsh Johnson, Esq.  
Address Line 1: 165 Madison Avenue  
Address Line 2: Suite 2000  
Address Line 4: Memphis, TENNESSEE 38103

NAME OF SUBMITTER:

Valerie Walsh Johnson

Total Attachments: 4

PATENT  
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**PATENT ASSIGNMENT**

This Patent Assignment ("Agreement") having an effective date of June 21, 2004 is by and between Xantech Pharmaceuticals, Inc., a Tennessee corporation ("Assignor"), having an address at 7327 Oak Ridge Highway, Knoxville, Tennessee 37931, and Provectus Biotech, Inc., a Tennessee corporation ("Assignee"), having an address at 7327 Oak Ridge Highway, Suite A, Knoxville, Tennessee 37931.

WHEREAS, Assignor is the owner of new and useful inventions and discoveries for which certain patents have issued and patent applications are pending, as set forth in attached Exhibit A, (the "Patents");

WHEREAS, Assignee desires to acquire all right, title, and interest in and to said Patents;

NOW, THEREFORE, for consideration previously provided and hereby acknowledged, Assignor hereby:

1. Assigns, transfers and conveys to Assignee the entire right, title and interest together with the benefits and privileges in and to said Patents or similar forms of protection in the United States of America and all other countries in the world, along with the related technical knowledge and know-how in and to the Patents, including all divisional, renewal, substitute, continuation and international convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all patents, reissues and extensions of patents or similar forms of protection granted for said Patents in the United States of America and in all other countries in the world, and every priority right that is or may be predicated upon or arise from said Patents;

2. Authorizes Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in the name of Assignee or otherwise as Assignee may deem advisable, under any International Convention or any other relevant convention or treaty or otherwise;

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer said Patents or any patents, patent applications or other forms of protection based upon said Patents to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct; and

4. Binds its successors, legal representatives and assigns, as well as Assignor, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignor, all acts reasonable serving to assure that said inventions and discoveries, said patents and said applications shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its successors, legal representatives and assigns if this assignment had not been made; and particularly to execute or cause to be executed and to deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be

requested by Assignee; to communicate to Assignee all facts known to Assignor relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor's control or in the control of its heirs, legal representatives or assigns which may be useful for establishing any facts of its conceptions, disclosures, and reduction to practice of said inventions or discoveries.

5. Covenants and agrees with Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by it and that full right to convey the same as herein expressed is possessed by it.

IN WITNESS WHEREOF, the parties hereby have caused their names to be signed by their duly authorized representatives.

XANTECH PHARMACEUTICALS,  
INC.

PROVTECTUS BIOTECH, INC.

By:   
Dr. Craig Dees  
Chief Executive Officer

By:   
Dr. Craig Dees  
Chief Executive Officer

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared Dr. Craig Dees, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Executive Officer of Xantech Pharmaceuticals, Inc., the within named Assignor, a corporation, and that he as such Chief Executive Officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Chief Executive Officer.

WITNESS my hand and seal at office, on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared Dr. Craig Dees, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Executive Officer of Provectus Biotech, Inc., the within named Assignee, a corporation, and that he as such Chief Executive OfficerChief Executive Officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Chief Executive OfficerChief Executive Officer.

WITNESS my hand and seal at office, on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT A****List of U.S. Patents and Patent Applications**

<b>TITLE</b>	<b>APPLICATION SERIAL NO.</b>	<b>APPLICATION FILE DATE</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>
Method for enhanced protein stabilization and for production of cell lines useful for production of such stabilized proteins	09/543,479	4/6/2000	6,495,360	12/17/2002
Method for enhanced protein stabilization and for production of cell lines useful for production of such stabilized proteins	09/803,498	03/09/2001	6,451,597	9/17/2002
Method for enhanced protein stabilization and for production of cell lines useful for production of such stabilized proteins	09/803,609	03/09/2001		
Method for enhanced protein stabilization and for production of cell lines useful for production of such stabilized proteins	09/803,634	03/09/2002	6,468,777	10/22/2002

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