

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

## CONVEYING PARTY DATA

Name	Execution Date
Paul J. Bobrowski	09/23/2003

## RECEIVING PARTY DATA

Name:	Rainforest Nutritionals, Inc.
Street Address:	4727 E. Bell Rd PMB 246
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85032

## PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	10674986
Application Number:	10674587
Application Number:	10678817
Application Number:	10678990
Application Number:	10679006

## CORRESPONDENCE DATA

Fax Number: (602)631-9796

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 602-631-9100

Email: pto\_mfc@ellisvenable.com

Correspondent Name: Michael F. Campillo

Address Line 1: 101 N. First Ave. Ste. 1875

Address Line 4: Phoenix, ARIZONA 85003

NAME OF SUBMITTER:

Michael F. Campillo

Total Attachments: 4

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PATENT

REEL: 014847 FRAME: 0632

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## **ASSIGNMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of September 29, 2003 by and between, Paul J. Bobrowski, residing at 5030 E. Libby Street, Scottsdale AZ, 85254 ("Assignor"); and Rainforest Nutritionals, Inc. ("Assignee"), a Nevada corporation, having a place of business at 4727 East Bell Road, Suite 45 PMB 246, Phoenix, AZ 85032-9380, US.

### **This Agreement is based on the following premises and objectives:**

- A. Assignee desires to acquire the entire and exclusive right, title and interest in, to and the Letters Patent, applications for Letters Patent and any respective inventions disclosed and claimed therein, listed on Exhibit A attached hereto, all hereinafter collectively referred to as the "Patent Rights;"
- B. Assignor likewise desires to assign any and all right title and interest in, to and under the Patent Rights to Assignee;

### **Assignor agrees as follows:**

For good and valuable consideration paid by Assignee, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the Patent Rights, and all other patent rights that may be based thereon, including all foreign and domestic Letters Patent and applications for Letters Patent, and any renewals, divisions, reissues, continuations, continuations-in-part and extensions thereof, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such Letters Patent may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of the Patent Rights, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Assignor has read each listed document on Exhibit A and hereby represents and warrants that it has full legal right; power and authority to sell, assign and transfer the Patent Rights, and that there are no outstanding licenses or unrecorded rights in third parties to use the Patent Rights. The Assignor hereby agrees not to execute any agreement in conflict with this assignment.

The Assignor agrees to execute and deliver all papers and take such other action, as may be necessary or desirable, to protect and perfect title to the Patent Rights in Assignee, its successors and assigns. The Assignor hereby authorizes and request the Commissioner of Patents, or other proper governmental authority, to issue to Assignee, its successors and assigns, all Letters Patent or other patent rights included within the Patent Rights or issuing therefrom.

The Assignor hereby agrees to communicate to Assignee any facts known that affect the Patent Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid

Assignee, its successors and assigns, to obtain and enforce proper patent protection under the Patent Rights in all countries.

The Assignor agrees that: this Agreement is to be construed according to the laws of the State of Arizona and that venue is proper in Arizona courts. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby; the waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach. The provisions of this Agreement shall remain in effect and bind the heirs, successors, assignees, and legal representatives of the parties. This Agreement may be amended or modified only with written consent; no oral waiver, amendment or modification shall be effective under any circumstances whatsoever; the terms of this Agreement are reasonable and that I have the right to have this Agreement reviewed by anyone of my choosing, including an attorney.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be signed on the date first written above.

ASSIGNOR:

  
By: Paul J. Bobrowski

U.S. Patent Applications entitled:

1. Title: Oral rehydration method and composition  
Serial No.: 60/416,714 - Provisional  
Filing Date: October 05, 2002
2. Title: Method and preparations of extracts of the Uncaria species with reduced alkaloid content  
Serial No.: 60/416730 - Provisional  
Filing Date: October 5, 2002
3. Title: Pharmaceutical Preparations for the treatment of itch, nausea, hyperalgesia and the complications of opiate agonists  
Serial No.: 60/416,750 - Provisional  
Filing Date: October 5, 2002
4. Title: Methods and Preparations for the latex from the croton species  
Serial No.: 60/416,751 - Provisional  
Filing Date: October 5, 2002
5. Title: Topical Preparations for use in Treatment of Anorectal Disease  
Serial No. ? - Provisional  
Filing Date: October 3, 2002
6. Title: Method and preparations of extracts of the Uncaria species with reduced alkaloid content  
Serial No. TBD  
Filing Date: TBD  
Description: Nonprovisional application claiming benefit of 60/416,730 filed October 05, 2002.
7. Title: Methods and Preparations for the latex from the croton species  
Serial No. TBD  
Filing Date: TBD  
Description: Nonprovisional application claiming benefit of 60/416,751 filed October 05, 2002.
8. Title: Oral rehydration method and composition  
Serial No. TBD  
Filing Date: TBD  
Description: Nonprovisional application claiming benefit of 60/416,714 filed October 05, 2002.

9. Title: Pharmaceutical Preparations for the treatment of itch, nausea, hyperalgesia and the complications of opiate agonists.  
Serial No. TBD  
Filing Date: TBD  
Description: Nonprovisional application claiming benefit of 60/416,750 filed October 05, 2002.
10. Title: Topical Preparations for use in Treatment of Anorectal Disease.  
Serial No. TBD  
Filing Date: TBD  
Description: Nonprovisional application claiming benefit of application of same title filed October 05, 2002.
11. Title: MACA Products and Their Uses.  
Serial No. 09/655,598  
Filing Date: September 05, 2000  
Description: Nonprovisional application claiming benefit of United States Provisional Application number 60/152,468, filed on September 3, 1999.
12. Title: MACA Products and Their Uses.  
Serial No. TBD  
Filing Date: TBD  
Description: Nonprovisional application claiming benefit U.S. Patent Application serial number 09/655,598 filed on September 5, 2000 and United States Provisional Application number 60/152,468, filed on September 3, 1999.