

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Dusan Miljkovic

Execution Date(s) May 15, 2004

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

2. Name and address of receiving party(ies)

Name: VDF Futureceuticals

Internal Address: _____

Street Address: 300 W. 6th Street

City: Momence

State: IL

Country: US Zip: 60954

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

A. Patent Application No.(s)
10/129,938

This document is being filed together with a new application.

B. Patent No.(s)
6696419

Additional numbers attached? Yes No

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

Name: Rutan & Tucker

Internal Address: Barbara Hayashi

Street Address: 611 Anton Blvd., 14th Floor

City: Costa Mesa

State: CA Zip: 92626

Phone Number: (714) 641-5100

Fax Number: (714) 546-9035

Email Address: bhayashi@rutan.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21 (h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

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9. Signature:


Signature

9/28/04
Date

Martin Fessenmaier
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

ASSIGNMENT

WHEREAS, the undersigned, Dusan Miljkovic, an individual (referred to hereinafter as "ASSIGNOR") has invented a certain invention entitled "Boron Compounds and Complexes as Anti-Inflammatory Agents" for which an United States application for Letters of Patent of the United States of America was filed on May 9, 2002, serial number 10/129938; and a PCT application for Letters of Patent was filed on November 14, 2000, serial number PCT/US00/31354; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION.

WHEREAS, VDF Futureceuticals, a corporation having its principal place of business at 300 West 6th Street, Momence, IL 60954-0009 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

100.0006051

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

EXECUTED at:

SAN DIEGO, this 15 day of MAY, 2004
City, State Month

By: Dusan Miljkovic
Dusan Miljkovic