

06-02-2004

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Tab settings



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102755817

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Michael W. Keiser  
Michael H. Folan

5-21-04

2. Name and address of receiving party(ies)

Name: Infnit Nutrition Holdings, LLC

Internal Address:

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: 05/19/2004

Street Address: 10865 Millington Court

City: Cincinnati State: OH Zip: 45242

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

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 05/21/2004

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: David M. Lafkas

Internal Address: Suite B

Street Address: 7811 Laurel Avenue

City: Cincinnati State: OH Zip: 45243

6. Total number of applications and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502739

DO NOT USE THIS SPACE

9. Signature.

David M. Lafkas, Reg. No. 50,424

Name of Person Signing

Signature

May 21, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

16834 U.S. PTO  
10/851444

052104

05/26/2004 RABDF01 00000009 10851444

03 FC:0021

40.00 DP

PATENT  
REEL: 015382 FRAME: 0488

ASSIGNMENT

(1-8) Insert Names(s) of Inventor(s) (1) Michael W. Keiser (2) Michael H. Folan (3) (4) (5) (6) (7) (8)

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9) Insert Name of Assignee: Infinit Nutrition Holdings, LLC
(10) Insert Address of Assignee: 10865 Millington Court, Cincinnati, Ohio 45242

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all application for patent including any and all provisional, non-provisional, divisional, continuation, substitute, and reissue application(s), and all Letter Patent, extensions, reissues and reexamination certificates that may be granted on this invention known as

(11) Insert Identification Such as Title, Case Number, or Foreign Application Number: System and Process for Producing an Individual Formulation of Physical Enhancer Attorney Docket No. 030302

For which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or

(12) Insert Date of Signing of Application: on:
(13) Alternative Identification for Filed Application: U.S. Application Serial Number: filed

- 1) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.
2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.
3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.
5) Each undersigned authorizes and requests the Director of Patents to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full rights to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.
6) Each undersigned hereby grants the firm of DAVID M. LAFKAS the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 5/20/04 Inventor Signature (SEAL)
Date Inventor Signature (SEAL)
Date Inventor Signature (SEAL)
Date Inventor Signature (SEAL)
Date Inventor Signature (SEAL)
Date Inventor Signature (SEAL)
Date Inventor Signature (SEAL)
Date Inventor Signature (SEAL)

This assignment should preferably be signed before (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date 5-30-04 Witness
Date 5.20.04 Witness

# ASSIGNMENT

(1-8) Insert Names(s) of Inventor(s)

	(1) Michael W. Keiser	(5) _____
	(2) Michael H. Folan	(6) _____
	(3) _____	(7) _____
	(4) _____	(8) _____

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Attorney Docket No. 030302

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- 4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.
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In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date	<u>MAY 19, 2004</u>	Inventor Signature <u>Michael H. Folan</u>	(SEAL)
Date	_____	Inventor Signature _____	(SEAL)
Date	_____	Inventor Signature _____	(SEAL)
Date	_____	Inventor Signature _____	(SEAL)
Date	_____	Inventor Signature _____	(SEAL)
Date	_____	Inventor Signature _____	(SEAL)
Date	_____	Inventor Signature _____	(SEAL)
Date	_____	Inventor Signature _____	(SEAL)

This assignment should preferably be signed before (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date	<u>5/19/04</u>	Witness <u>David M. Lafkas</u>	
Date	<u>5/19/04</u>	Witness _____	