

06-17-2004



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

2004 JUN 16 PM 3:00

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

FINANCE SECTION

1. Name of conveying party(ies):

Lance Goberman, M.D.

6-16-04

2. Name and address of receiving party(ies)

Name: Jason Goberman

Internal Address: _____

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Street Address: 622 S. Whitehorse Pike, # 9City: Audobon State: NJ Zip: 08106Execution Date: 12/18/2001Additional name(s) & address(es) attached? ☐ Yes ☐ No4. Application number(s) or patent number(s): 6.004.962

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)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Jeffrey ZuckerInternal Address: Fisher Zucker LLCStreet Address: 121 S. Broad Street, #1200City: Phila State: PA Zip: 191076. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*JASON GOBERMAN

Name of Person Signing

[Signature]

Signature

5/12/04

Date

Total number of pages including cover sheet, attachments, and documents: 4Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 015452 FRAME: 0605

PATENT RIGHTS PURCHASE AGREEMENT

This Patent Rights Purchase Agreement (the "Agreement") is entered into this 18th day of December 2001, by and between Lance Gooberman, M.D. ("L. Gooberman") and Jason Gooberman ("J. Gooberman").

BACKGROUND

A. L. Gooberman is an adult individual with a primary place of business at One South Centre Street, Suite 301, Merchantville, New Jersey, 08109.

B. J. Gooberman is an adult individual with a primary place of business at 622 S. Whitehorse Pike, Apt. 9, Audobon, New Jersey, 08106.

C. L. Gooberman owns United States Patent No. 6,004,962, dated December 21, 1999 entitled "Rapid Opioid Detoxification". Patent '962 relates to procedures whereby a patient is administered an opioid antagonist while sedated and can be revived to an ambulatory condition within eight hours of initiation of the procedure. Patent '962 was developed by L. Gooberman (the "Patent Rights").

D. L. Gooberman desires to sell to the Patent Rights to J. Gooberman and J. Gooberman desires to purchase the Patent Rights from L. Gooberman pursuant to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, L. Gooberman and J. Gooberman intending to be legally bound, hereby agree as follows:

1. Assignment.

1.1. The "Effective Date" of this Agreement is the date first set forth above.

1.2. As of the Effective Date, L. Gooberman sells and assigns to J. Gooberman all of L. Gooberman's right, title and interest in the Patent Rights.

1.3. Each party hereby agrees to execute such documents and to take such other actions as shall be necessary or appropriate to effectuate the assignment set forth in this Section.

1.4. L. Gooberman and J. Gooberman will cooperate in the filing and execution of any and all documents necessary to effectuate the assignment to J. Gooberman of the Patent Rights, including the filing of an assignment or other transfer of title covenant with the U.S. Patent and Trademark Office. The cost of recording the assignment of the Patent Rights will be borne by J. Gooberman.

1.5. J. Gooberman will take responsibility for any action or proceeding involving the Patent Rights on and after the Effective Date.

2. Indemnity and Warranty.

2.1. Indemnity by J. Gooberman. J. Gooberman will indemnify, save, defend and hold L. Gooberman and his agents and employees harmless from and against any and all suits, claims, actions, demands, liabilities, expenses and/or loss, including reasonable legal expenses and attorneys fees, resulting from J. Gooberman's exercise of the Patent Rights after the Effective Date.

2.2. Indemnity by L. Gooberman. L. Gooberman will indemnify, save, defend and hold J. Gooberman and his agents, members and employees harmless from and against any and all suits, claims, actions,

demands, liabilities, expenses and/or loss, including reasonable legal expenses and attorneys fees, resulting from L. Gooberman's exercise of the Patent Rights prior to the Effective Date.

2.3. **Warranty.** L. Gooberman warrants that he has sufficient right and title to enter into and to perform his obligations under this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, THE PARTIES DISCLAIM ALL WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF VALIDITY, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

3. **Consideration.** J. Gooberman shall pay Lance L. Gooberman, M.D. a non-contingent, non-refundable cash payment and remain clean and sober, free of any and all mood altering substances as consideration for the assignment provided for in this Agreement.

4. **Miscellaneous.**

4.1. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary to continue to effect the intent of the parties, and this Agreement shall otherwise remain in full force and effect and enforceable.

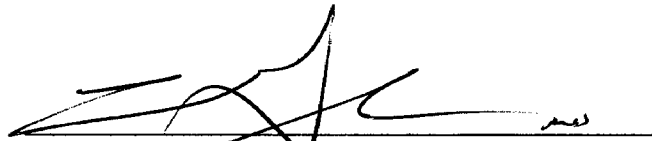
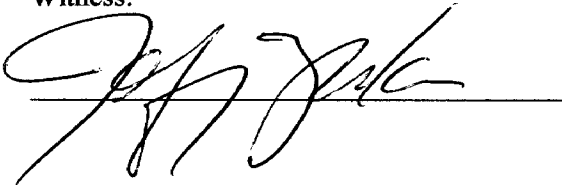
4.2. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties.

4.3. This Agreement shall be governed by the laws of the State of New Jersey, excluding conflicts-of-law principles.

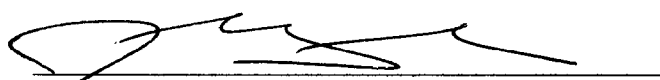
4.4. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Witness:


Lance Gooberman, M.D.

Witness:


Jason Gooberman

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