

06-24-2004

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RECORD



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

No. 0651-0027 (exp. 5/31/2002)

102776022

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):

CampaMed Corp.

6-17-04

2. Name and address of receiving party(ies)

Name: CampaMed 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 \_\_\_\_\_

Street Address: 750 Lexington Avenue

City: New York State: NY Zip: 10022

Execution Date: \_\_\_\_\_

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: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) 6,039,949

Additional numbers attached? ☐ Yes ☒ No

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

Name: David W. Denenberg, Esq.

Internal Address: Gibbons, Del Deo, Dolan,  
Griffinger & Vecchione, P.C.

Street Address: One Pennsylvania Plaza

37th Floor

City: New York State: NY Zip: 10119

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:

03-3839

DO NOT USE THIS SPACE

9. Signature.

Boris A. Matvenko, Reg. 48165

Name of Person Signing

*Boris A. Matvenko*  
Signature

06/16/04  
Date

Total number of pages including cover sheet, attachments, and documents: 1

06/23/2004 LNUELLER 00000154 6039949

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

PATENT  
REEL: 015487 FRAME: 0097

**GENERAL ASSIGNMENT OF TRADEMARKS, PATENTS AND OTHER  
INTELLECTUAL PROPERTY**

Assignment dated as of November 6, 2003 by CampaMed Corp., a Delaware corporation ("Assignor") for the benefit of CampaMed LLC, a New Jersey limited liability company ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor was the owner of certain trademarks and patents including those listed on Schedule A hereto (the "Trademarks and Patents"); and

WHEREAS, Assignor also may have been the owner of certain additional inventions, improvements thereto, and domestic and foreign patents, patent applications, and patent disclosures, domestic and foreign trademarks, service marks, trade dress, logos, trade names, domain names, and corporate names, applications, registrations, and renewals in connection therewith, and other intellectual property rights (collectively, the "Intellectual Property"); and

WHEREAS, Assignor agreed to assign to Assignee all of its assets, including the Intellectual Property and in connection therewith executed numerous instruments of assignment (the "Assigning Instruments"). and

WHEREAS, Assignor agreed to execute, acknowledge and deliver to the Assignee, at the Assignee's expense, all documents, and to take all actions reasonably required by such other party from time to time to confirm or effect such assignment;

WHEREAS, Assignee is now in the process of selling certain of its assets to Optigenex, Inc. ("Buyer") and in connection there Assignee and Buyer desire confirmation that (i) Assignor has assigned all of the Intellectual Property to the Assignee and (ii) any Intellectual Property that may have been inadvertently received by Assignee since such assignment has been assigned to Assignor,

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuation consideration, the Assignor hereby agrees as follows:

{00196906.DOC;1}{00191584.DOC;2}

1. Assignor confirms that it has assigned all of its Intellectual Property Rights (as such term is defined below) to Assignee. However, to the extent that notwithstanding such assignment, Assignor holds any right, title and interest to any Intellectual Property Rights, Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, transfers, sells, conveys, assigns and delivers to Assignee, free and clear of any liens, charges, pledges, security interests, imperfections of title, claims or other encumbrances, all of Assignor's right, title and interest of every kind and nature, if any, in and to such Intellectual Property Rights. "Intellectual Property Rights" mean the following: all of the Assignor's patents, trade names, trademarks, trade dress rights, service marks and copyrights (including any registration and applications for registration thereof), excluding those listed on Schedule A attached hereto (which have been assigned separately), (whether in use, under development or design, or inactive), as well as (i) all inventions, all improvements thereto, and all domestic and foreign patents, patent applications, and patent disclosures, together with all provisionals, reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof and all know-how; (ii) all domestic and foreign trademarks (including but not limited to, the trademark "C-Med 1") excluding those listed on Schedule A attached hereto (which have been assigned separately), service marks, trade dress, logos, trade names, domain names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (iii) all domestic and foreign copyrightable works (to the extent assignable), works of authorship (to the extent assignable), all copyrights, and all applications, registrations, renewals and derivative works in connection therewith, including but not limited to, all promotional materials and rights in publications (including without limitation *Herbarium*), seminars, and programs; (iv) all domestic and foreign trade secrets; (v) all domestic and foreign computer software, database rights, electronic codes, formats, designs, and technology; and (vi) all other intellectual property rights of any kind.

2. Assignor agrees to execute, acknowledge and deliver to the Assignee, at the Assignee's expense, all documents, and to take all actions reasonably required by such other party from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purpose of this Assignment, including, without limitation, executing and providing any affidavits, intermediate recordings or additional assignments required by the applicable governmental intellectual property offices worldwide to complete and record the transfer.

3. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the State of New York, without giving effect to provisions thereof regarding conflict of laws.


4. This Assignment cannot be amended, waived or terminated except by a writing signed by all of the parties hereto.

5. This Assignment shall be effective as of the date first above written.

IN WITNESS WHEREOF Assignor has executed this Assignment on the day herein first above written.

ASSIGNOR:

CAMPAMED CORP.

By:   
Name: Ronald Pero  
Its: ~~Manager~~ President

TRADEMARKS AND PATENTS

91584.DOC:2

{00196  
906.D

**PATENT**  
**REEL: 015487 FRAME: 0101**

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Campamed Patents

CL.MAT.#	App No	App Date	Country	Status
103217-45465	PI 9815945-3	1/12/2001	Brazil	Filed
Campamed Patent No.: Grant Date:				
METHOD OF PREPARATION AND COMPOSITION OF A WATER SOLUBLE EXTRACT OF THE PLANT SPECIES UNCARIA				
103217-45466	09/824,508	4/2/2001	United States	Granted
Campamed Patent No.: 6,361,805 Grant Date: 3/26/2002				
METHOD OF PREPARATION AND COMPOSITION OF A WATER SOLUBLE EXTRACT OF THE PLANT SPECIES UNCARIA FOR ENHANCING IMMUNE, ANTI-INFLAMATORY, ANTI-TUMOR AND DNA REPAIR PROCESSES OF WARM BLOODED ANIMALS				
103217-45475	09/440,881	11/16/1999	United States	Granted
Campamed Patent No.: 6,238,675 Grant Date: 5/29/2001				
METHOD OF PREPARATION AND COMPOSITION OF A WATER SOLUBLE EXTRACT OF THE PLANT SPECIES UNCARIA FOR ENHANCING IMMUNE, ANTI-INFLAMATORY, ANTI-TUMOR AND DNA REPAIR PROCESSES OF WARM BLOODED ANIMALS				
103217-45476	98934092.2	1/15/2001	European Patent Conv	Filed
Campamed Patent No.: Grant Date:				
METHOD OF PREPARATION AND COMPOSITION OF A WATER SOLUBLE EXTRACT OF THE PLANT SPECIES UNCARIA				
103217-45480	000,462	1/12/2001	Mexico	Filed
Campamed Patent No.: Grant Date:				
METHOD OF PREPARATION AND COMPOSITION OF A WATER SOLUBLE EXTRACT OF THE PLANT SPECIES UNCARIA				
103217-45482	08/807,373	2/27/1997	United States	Granted
Campamed Patent No.: 6,039,949 Grant Date: 3/21/2000				
METHOD OF PREPARATION AND COMPOSITION OF A WATER SOLUBLE EXTRACT OF THE PLANT SPECIES UNCARIA EURO PUB NO. 1096943				

#61373 v1  
103217-45478

Trademarks For Owner: Campamed  
Date of Report: 5/19/2003

United States  
Trademark  
C-MED-100

Appl./Reg. No. Class(es)  
2,219,362  
Appl. Date: 9/10/1996  
Reg. Date: 1/19/1999

Goods:

Australia  
Trademark  
C-MED-100

Appl./Reg. No. Class(es)  
830718  
Appl. Date: 4/6/2000  
Reg. Date: 4/6/2000

Goods:

Community Trademark  
Trademark  
C-MED-100

Appl./Reg. No. Class(es)  
001307628  
Appl. Date: 9/14/1999  
Reg. Date: 11/8/2000

Goods:

Hong Kong  
Trademark  
C-MED-100

Appl./Reg. No. Class(es)  
AP: 12831/2000  
Appl. Date: 6/9/2000  
Reg. Date: Abandoned 6/7/02

Goods:

Japan  
Trademark  
C-MED-100

Appl./Reg. No. Class(es)  
AP: HEI.11-87749  
Appl. Date: 9/27/1999  
Reg. Date: Abandoned 4/17/01

Goods:

#61373 v1  
103217-45478

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Trademarks For Owner: Campamed  
Date of Report: 5/19/2003  
\*\*\*\*\*

South Korea  
Trademark  
C-MED-100

Appl./Reg. No. Class(es)  
511,424  
Appl. Date: 4/24/2000  
Reg. Date: 1/3/2002

Goods:

New Zealand  
Trademark  
C-MED-100

Appl./Reg. No. Class(es)  
611718  
Appl. Date: 4/4/2000  
Reg. Date: 11/9/2000

Goods:

Singapore  
Trademark  
C-MED-100

Appl./Reg. No. Class(es)  
T00/05970J IN 05  
Appl. Date: 4/11/2000  
Reg. Date: 1/22/2003

Goods:

Vitamin supplement, botanical extract of cat's claw, uncaria tomentosa, dietary supplements  
for medical purposes; all include

United States  
Trademark  
NICOMED

Appl./Reg. No. Class(es)  
AP: 76/370,272 IN 05  
Appl. Date: 2/13/2002  
Reg. Date:

Goods:

Nutritional supplement containing a botanical extract of Uncaria

#61373 v1  
103217-45478



**CORRECTION OF ASSIGNEE NAME**


US Patent No. US 6,039,949, which issued March 21, 2000 and matured from US Application Serial No. 08/807,373 filed February 27, 1997, has a recorded assignment at reel/frame No. 010292/0942 with a recordation date of October 7, 1999. Although the recorded assignment names CampaMed, Inc., a New York corporation, as the assignee, the correct corporate name is not CampaMed, Inc. but rather CampaMed Corp., a Delaware corporation. The corporate address is 437 Madison Avenue, New York, NY 10022.

***Assignor:***

  
Ronald W. PERO

***Assignee:***

CampaMed Corp.

  
Ronald W. PERO  
Chief Operating Officer

#68382 v2  
103217-45475