

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOCELL TECHNOLOGY, LLC	12/21/2004
RECEIVING PARTY DATA	
Name:	INTELLIPI, LLC
Street Address:	2931 E. LA JOLLA STREET
City:	ANAHEIM
State/Country:	CALIFORNIA
Postal Code:	92806
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6780841
Patent Number:	6323319
Patent Number:	6025327
CORRESPONDENCE DATA	
Fax Number:	(714)283-4138
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	fchang@ayllp.com
Correspondent Name:	MOHAMMAD ISHAQ
Address Line 1:	2931 E. LA JOLLA STREET
Address Line 4:	ANAHEIM, CALIFORNIA 92806
NAME OF SUBMITTER:	MOHAMMAD ISHAQ
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

OP \$120.00 6780841

PATENT

ASSIGNMENT

This Assignment (the "Agreement") is made and entered into as of the date last below written (the "Effective Date") by and between BIOCELL TECHNOLOGY, LLC, a California limited liability company (herein the "ASSIGNOR"), residing at 2931 E. La Jolla Street, Anaheim, CA 92806, and INTELLIPI, LLC, a Nevada limited liability company (herein "ASSIGNEE"), residing at 2931 E. La Jolla Street, Anaheim, CA 92806. Transferor and Transferee are herein sometimes collectively referred to as the "Parties" or individually as a "Party".

RECITALS

A. WHEREAS, ASSIGNOR is engaged in the business of supplying raw materials; and

B. WHEREAS, ASSIGNOR's represents and warrants that it is the sole owner of the entire right, title, and interest to certain patents (the "Patents") as follows:

<u>U.S. Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,025,327	February 15, 2000	Hydrolyzed Collagen Type II and Use thereof
6,780,841	August 24, 2004	Hyaluronic Acid and Chondroitin Sulfate Based Hydrolyzed Collagen Type II and Method of Making Same
6,323,319	November 27, 2001	Method of making hydrolyzed collagen Type II
<u>Canadian Patent No.</u>	<u>Filing Date</u>	<u>Title</u>
2,212,649	August 8, 1997	Hydrolyzed Collagen Type II and Use thereof

C. WHEREAS, ASSIGNEE desires to acquire the entire right, title and interest in and to the inventions disclosed in the patents and patent applications;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** ASSIGNOR does hereby assign, sell, transfer and set over and by these presents does hereby assign, sell, transfer and set over unto the ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title and interest throughout the world in, to and under the said improvements, and the said Patents and Patent Applications and all Patents that may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals,

and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR here by authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements and all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

2. **Representations and Warranties.** ASSIGNOR represents and warrants to ASSIGNEE:

(a) ASSIGNOR has the full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith;

(b) ASSIGNOR is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Patents;

(c) ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives, and assigns, any facts known to ASSIGNOR respecting the Patents and Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications in all countries.

(d) The Patents are free of any liens, security interests, encumbrances or licenses;

(e) The Patents do not infringe the rights of any person or entity;

(f) There are no claims pending or threatened, with respect to ASSIGNOR's rights in the Patents;

(g) This Assignment is valid, binding and enforceable in accordance with its terms

3. Miscellaneous Provisions.

a. Arbitration. Any controversy or claim arising out of, or relating to, this Agreement or any breach hereof, shall be settled by the decision of a neutral arbitrator from the Judicial Arbitration Mediation Service, located at Orange County, California, if available, with the Judicial Arbitration Mediation Service ("JAMS") providing the names of three qualified arbitrators and each Party having the ability to strike one of the submitted arbitrators. If less than two are stricken, JAMS shall select from the remaining Arbitrators the individual who will serve as the Arbitrator under this paragraph. The Parties shall be entitled to the discovery procedures set forth in the California Code of Civil Procedure, Sections 1283, et seq., as enacted and/or subsequently amended. The Arbitrator shall have the power to set forth evidence rules to be adhered to during the hearing, hear the evidence, and render judgment which may be entered in any court having jurisdiction thereof. If for any reason the Judicial Arbitration Mediation Service is not available, then the arbitration shall be conducted pursuant to the rules and procedures for Commercial Arbitration with the American Arbitration Association. Each Party shall deposit one-half of the fees required by JAMS; however, the Arbitrator shall have the discretion toward any arbitration costs incurred to the prevailing party. If a Party fails to post arbitration fees and that Party's share is posted by the other Party, such Party shall be entitled, in the arbitration award to reimbursement of all such fees incurred, with interest at the rate of ten percent (10%) per annum from the date deposited, regardless of the outcome of the Arbitration.

b. Binding. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto, their heirs, personal representatives, successors, or assigns.

c. Governing Law. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of California. Jurisdiction and Venue over any controversy, claim or remedy, arising out of, or relating to, this Agreement or any breach hereof, shall be the Superior Court located in Orange County, California.

d. Headings. The heading used in this Agreement are included solely for the convenience of reference and shall not affect, or be used in connection with, the interpretation of this Agreement.

e. Notices. To be effective, unless otherwise specified herein, all notices under this Agreement must be in writing and must be given (a) by depositing such notice in the United States Mail, postage prepaid, certified or registered, return receipt requested, (b) by prepaid telegram, (c) by delivering such notice in person or by commercial messenger, or (d) by facsimile transmission, with confirmation of transmission. For purposes of notice, the addresses of the Parties shall be as set forth below their signatures herein. Notices mailed in accordance with the foregoing shall be deemed to have been given when received. Any Party or his assignee may designate to all other Parties hereto, pursuant to the notice provisions hereof, a different address to which notices shall thereafter be directed by written notice.

f. Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, the singular or plural number and the use of the collective or the separate shall each be deemed to include the others whenever the context so indicates.

g. Severability. If any provision herein is declared invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions hereof, unless such would materially alter the underlying intent of the Parties hereto in which case the entire Agreement shall be deemed null and void.

h. Attorneys Fees. In the event of any controversy, claim, or dispute between the Parties hereto, arising out of or relating to this Agreement or breach thereof, including arbitration proceedings, the prevailing Party shall be entitled to recover from the losing Party all costs and expenses, including, reasonable attorneys' fees.

i. Entire Subject Matter/No Prior Agreements. This document and those other documents expressly referenced herein and made a part hereto as Exhibits, constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersede any and all prior agreements whether in writing or verbal, and neither of the Parties is relying upon any warranties, representations, or inducements not expressly set forth herein.

j. Amendments. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only by an instrument in writing which expressly refers to this Agreement and specifically states that it is intended to waive, alter, amend or repeal a particular provision.

k. Third Party. Nothing in this Agreement, whether express or implied, is intended to or does confer any rights or remedies on any persons other than the parties hereto, nor shall any provision hereof give any third parties any right of subrogation against any party to this Agreement.

l. Counsel. The terms and provisions hereof have been negotiated between the Parties and the parties agree that this Agreement shall not be construed against the party whose counsel drafted this Agreement.

m. Exhibits. All Exhibits referred to in this Agreement as the same are attached hereto are incorporated herein by this specific reference and made a part hereof for all purposes.

n. Counterparts. This Agreement may be executed, including facsimile signature, in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

The Parties hereto have caused this Agreement to be executed on the dates set forth opposite the signature of each of the Parties below.

BIOCELL TECHNOLOGY, LLC
a California limited liability company

By: [Signature]
Mohammad Ishaq
Manager

Date: 12/21/, 2004

INTELLIPI, LLC
a Nevada limited liability company

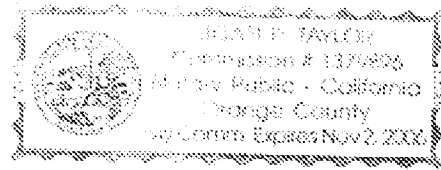
By: [Signature]
Mohammad Ishaq
Manager

Date: 12/21/, 2004

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On December 21, 2004, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Mohammad Ishaq, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.
[Signature]



STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On Dec. 21, 2004, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Mohammad Ishaq, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.
[Signature]

