

12-20-05



Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

12-23-2005

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



REGISTRATION FOR  
**PATENT** 103143395

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):**  
BioActives, LLC  
  
Execution Date(s) 12/2/2005  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: Pharmachem Laboratories, Inc.  
Internal Address: \_\_\_\_\_  
  
Street Address: 265 Harrison Avenue  
  
City: Kearny  
State: New Jersey  
Country: USA Zip: 07032  
Additional name(s) & address(es) attached?  Yes  No

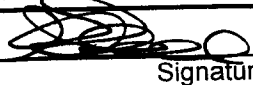
**3. Nature of conveyance:**  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**  This document is being filed together with a new application.  
A. Patent Application No.(s) \_\_\_\_\_  
B. Patent No.(s) 6,380,442  
Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Ira C. Edell  
Internal Address: Edell, Shapiro, & Finnan LLC  
  
Street Address: 1901 Research Boulevard  
Suite 400  
  
City: Rockville  
State: Maryland Zip: 20850  
Phone Number: 301-424-3640  
Fax Number: 301-762-4056  
Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:** 1  
**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)

**8. Payment Information**  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number 05-0460  
Authorized User Name \_\_\_\_\_

**9. Signature:**   
Signature  
Ira C. Edell  
Name of Person Signing

Date: 12/20/05  
Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

12/22/2005 ECOOPER 00000165 6380442

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**PATENT**  
**REEL: 017366 FRAME: 0829**

**ASSIGNMENT OF PATENT RIGHTS  
(Company to Company)**

BioActives, LLC, a limited liability company duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 1 Dix Street, Worcester, MA 01609 (herein referred to as "Assignor") owns the entire right, title and interest in any Letters Patent(s) ("said patent(s)") set forth below, as well as any invention(s) ("said invention(s)") disclosed in said patent(s).

Letters Patent(s)

Patent No.: US 6,380,442 B1

Issue Date: April 30, 2002

Title: Process for the Isolation of Mixed Carotenoids from Plants

WHEREAS, Pharmachem Laboratories, Inc., a corporation duly organized under and pursuant to the laws of New Jersey, and having its principal place of business at 265 Harrison Avenue, Kearny, NJ 07032 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s) and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said patent(s), and the entire right, title, and interest in and to any Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to said invention(s) and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), including divisions, continuations, and continuations-in-part of said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), the entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s), the entire right, title and interest in and to any and all reissues and extensions of said patent(s), and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;


AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), and that the same are

unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference proceedings, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;


AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: December 2, 2005

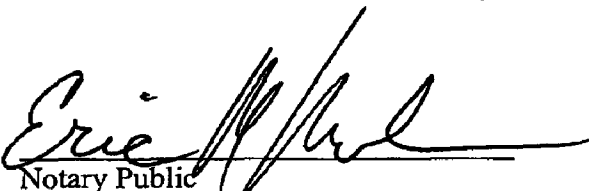
By:   
Name: Daniel I. Kagan  
Title: Managing Member  
Company: BioActives, LLC

State of: New York

County of: Nassau

The preceding Assignment was acknowledged before me this 2<sup>nd</sup> day of December, 2005 by 

Daniel I. Kagan.

  
Notary Public

My Commission Expires:

ERIC M. MENCHER  
Notary Public, State of New York  
No. 02ME4833095  
Qualified in Nassau County  
Commission Expires February 28, 2006