

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
U. D. Testing, Inc.	07/06/2005

RECEIVING PARTY DATA

Name:	Dr. Michael Jon Kell
Street Address:	4715 Atlanta Rd
Internal Address:	Suite 302-205
City:	Smyrna
State/Country:	GEORGIA
Postal Code:	30080

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5500372
Patent Number:	5547878
Patent Number:	5602038
Patent Number:	5652146
Patent Number:	5776783
Patent Number:	5908788
Patent Number:	5955370
Patent Number:	6124136
Patent Number:	6136801

CORRESPONDENCE DATA

Fax Number: (404)351-8321

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (404)964-0406

Email: kellmj@aol.com

PATENT

500091655

REEL: 017422 FRAME: 0421

OP \$360.00 5500372

Correspondent Name: Michael Jon Kell, MD PhD
Address Line 1: 4399 Woodland Brook Drive
Address Line 4: Atlanta, GEORGIA 30339

NAME OF SUBMITTER:

Michael Kell, MD PhD

Total Attachments: 7

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REASSIGNMENT OF PATENT TO RIGHTFUL OWNER

Following is an Agreement between Dr. Michael Jon Kell MD PhD (for Private Clinic Laboratories, Inc.) and U. D. Testing, Inc., of Marco Island, FLA resolving licensing rights and fees between the two parties. Included in this Agreement is an Addendum, in which there is a provision stating that both parties acknowledge that U. D. Testing, Inc., has never been a legal and lawful Assignee of any patent of Dr. Kell; thereby now and forever rescinding any and all rights it may have assumed to the patents at hand; thereby fully recognizing that such patents originally belonged to Dr. Kell and that Dr. Kell never intentionally assigned such to U. D. Testing, Inc. U. D. Testing, Inc. has entered into such Agreement with Dr. Kell so that they can continue to serve as intermediate licensing agent between Dr. Kell and Ameritox LP.

ROYALTY AND EXPENSE PAYMENT SETTLEMENT AGREEMENT

THIS ROYALTY AND EXPENSE PAYMENT SETTLEMENT AGREEMENT (the "Agreement"), is made on the 6th day of July, 2005 (the "Effective Date"), by and between U. D. TESTING, INC. (the "Corporation"), located at 950 North Collier Blvd., Suite 207, Marco Island, FL 34145, and MICHAEL JON KELL, M. D. ("Kell"), whose address is 4399 Woodland Brook Drive, Atlanta, GA 30339, individually and as the sole current and successor trustee of the SERVICIOS TRUST ("Trust"), and PRIVATE CLINIC LABORATORIES, INC., a Georgia corporation ("PCL").

WHEREAS, on February 1, 1998, the Corporation, Kell, Trust, PCL and others entered into an Agreement for Sale of Patents and Related Software (the "Patent Sale Agreement") whereby Kell, Trust, PCL and others assigned to the Corporation certain patents and software (collectively, the "Patents"); and

WHEREAS, under the terms of the Patent Sale Agreement, the Corporation is required to pay royalties to Kell and/or Trust and PCL (the "Royalties"); and

WHEREAS, the Corporation owes outstanding Royalties to Kell and/or Trust and PCL, but the amount of the outstanding Royalties owed to Kell and/or Trust and PCL is disputed by the Corporation; and

WHEREAS, on November 25, 1997, the Corporation and Kell entered into a consulting agreement (the "Consulting Agreement") wherein, for a term of one year plus five days, the Corporation engaged Kell to provide services to further develop and exploit the technology contained in the Corporation's marketing products and clinical testing methods utilizing patents and software; and

WHEREAS, during the term of Kell's consulting and other services for the Corporation and pursuant to the terms of the Patent Sale Agreement, Kell and/or Trust and PCL incurred certain business related expenses claimed to be reimbursable by the Corporation ("Reimbursable Expenses"), some of which are disputed by the Corporation; and

WHEREAS, the purpose of this Agreement is establish the terms of settlement of the claims of Kell, Trust and PCL against the Corporation for payment of Past Royalties owed and to settle all claims for Reimbursable Expenses.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged

by the parties, the parties agree as follows:

1. Conflict with Prior Agreements

In the event that any of the provisions of this Agreement conflict with any prior agreements between the parties, the provisions of this Agreement shall control and prevail.

2. Definitions

a. "Royalties" shall mean payments made by Corporation to Kell, Trust and/or PCL for the quitclaim, release, transfer and assignment of all his right, title and interest in and to the Patents to the Corporation described in the Patent Sale Agreement.

b. "Past Royalties" shall mean any Royalties unpaid by the Corporation to Kell, Trust and/or PCL from November 25, 1997 until the Effective Date of this Agreement.

3. Payment of Past Royalties and Reimbursable Expenses

In complete satisfaction of Past Royalties and Reimbursable Expenses claimed due and owing to Kell, Trust and/or PCL from the Corporation, the Corporation shall pay Kell, upon execution of this Agreement, the sum of One Hundred and Forty Thousand Dollars (\$140,000.00).

4. Release of All Claims

Kell, Trust and PCL, on their behalf, on behalf of their agents, attorneys, heirs, administrators, executors, and assigns, and anyone acting or claiming to act on their or their joint or several behalf, hereby waive, release, and forever discharge the Corporation and its present and former employees, agents, officers, directors, stockholders, attorneys, affiliates, subsidiaries, parent corporations, insurers, predecessors, successors, and assigns, and anyone acting on their joint or several behalf, from any and all known or unknown claims, causes of action, demands, damages, costs, expenses, liabilities, grievances, or other losses whatsoever that in any way arise from, grow out of, or are related to events or circumstances that occurred prior to the date of Kell's, Trust's and PCL's, execution of this Settlement Agreement, including but not limited to any matter that relates to the Patent Sale Agreement and any Royalties arising there under, up to and including the Effective Date, and the Consulting Agreement and any Reimbursable Expenses arising there under, up to and including the Effective Date.

5. Advice of Counsel and Accountant

In entering into this Agreement, the Corporation, Kell, Trust and PCL acknowledge each have relied upon the advice of the counsel and accountant of their own choosing, concerning the legal and financial consequences of this Agreement; that the terms of the Agreement have been completely read by them and explained to them by their counsel and accountant; that they were not required or compelled in any way to sign this Agreement; and that the terms of this Agreement are understood and accepted by them voluntarily as their free act and deed.

6. Enforceability

If any provision of this Agreement is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

7. Modifications

No modification, addition or deletion to this Agreement shall be effective and enforceable unless it is agreed upon in writing referencing this Agreement and signed by the Corporation and Kell, Trust and PCL.

8. Florida Law Governs

This Agreement shall be governed by and construed under the laws of the State of Florida. All actions in any way related to a breach of enforcement of this Agreement must be brought exclusively in either the state or federal courts serving Collier County, Florida and the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in that action, including those related to appeals, in addition to any other relief to which it may be entitled.

9. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. Moreover, the execution of any signatures transmitted by means of telecopy or facsimile are incorporated as if in the original.

ADDENDUM TO SETTLEMENT AGREEMENT

THIS ADDENDUM is attached as an integral, intimate and non-separable part to the ROYALTY AND EXPENSE PAYMENT SETTLEMENT AGREEMENT. The necessity and appropriateness of the attachment of such to the parent AGREEMENT, so to address errors in the parent Agreement is acknowledged to comply with instructions from the Corporation to Kell and will not be disputed by any of the Parties.

FIRST, all Parties signing this AGREEMENT acknowledge that the aforementioned Agreement for Sale of Patents and Related Software never was finalized, as Kell, in any capacity, never signed nor forwarded a final Sales Agreement to the Corporation. Moreover, the Corporation acknowledges that it never was a legitimate Assignee for any Kell patent, herewith and forever releasing any and all interest or possession it has or may have had in any Kell patent, US or foreign. The Corporation is aware that Kell has rectified any and all improper assignments to UDT by the method of corrective assignment, returning ownership of all Kell patents to the lawful and rightful Assignee for Kell, Private Clinic Laboratories, Inc. The Corporation herein states that a copy of this notice may be provided to the US Patent Office as legal notification that it has relinquished all rights as Assignee of any Kell patent.

SECOND, all Parties acknowledge that in lieu of an Agreement for Sale of Patents and Related Software, Kell provided both verbal and written permission for the Corporation to utilize those United States patents applicable to CQ-Monitoring, e.g., those 3 patents dealing with quantitative monitoring of drugs within a clinical setting (US Patent Numbers: 5547878, 5652146, and 6124136). In exchange for permission from Kell to the Corporation to market the technology, the Corporation agreed to pay Kell Royalties in a manner specified by agreements predating the non-finalized Agreement for Sale of Patents and Related Software. All Parties acknowledge that Kell may cancel his licensing rights to the Corporation at any time and for any reasons.

THIRD, the Corporation acknowledges that it is in default of its verbal and written agreements with Kell. The Corporation acknowledges that it owes Kell money for Royalties for business conducted prior to the Effective date of this AGREEMENT with ADDENDUM. The primary purpose is to correct defaults in royalty payments owed as to the Effective date of the AGREEMENT. The AGREEMENT does not apply to past due expenses incurred by Kell for work conducted under an actual or clearly implied Consulting Agreement(s). Reimbursement for such expenses will be resolved at a later time.

FOURTH, the Corporation acknowledges that prior to utilizing the Patents applicable to the business of the Corporation (laboratory billings); Kell informed them as to the applicability and validity of his 'drug database' for the quantitative monitoring of individual drugs. Such applicability being based upon completed scientifically-valid studies designed to demonstrate the reliability and validity of quantitative statements for drugs monitored by FPIA technology and other methods. Kell initially and has repeatedly informed the Corporation that his database for opioid medications other than methadone was insufficient (using for example laboratory techniques such as FPIA, GCMS or HPLC) and should not be clinically utilized until additional

data was collected. In addition, the Corporation acknowledges that Kell informed them on multiple occasions that the Corporation should not bill for such tests until such time as Kell and the Corporation determine that such tests can be utilized as advertised by the Corporation. Both Parties acknowledge that the Corporation did not heed Kell's recommendations and that the Corporation unilaterally agreed to inform physicians and others that such tests are valid and useful. Moreover, the Corporation unilaterally decided to bill both private and governmental funding sources for the conducting of such tests.

Both Parties agree that Kell attempted on numerous occasions to have the Corporation fund further research so to validate the opioid tests they sold to physicians. The Corporation acknowledges that they did not agree to fund Kell for such work until the later part of 2004. Kell states that he has progressed sufficiently in his study for oxycodone and other common opioids and has advised the Corporation that they should complete funding of this project so Kell can provide new correlations for each individual opioid. Kell has provided the Corporation data to support the use of quantitative FPIA for oxycodone (verified by GCMS).

FIFTH, the Corporation acknowledges that it has misreported Royalty Earnings to the Internal Revenue Service during the period for tax years of 2000 through 2004. Royalty Earnings are due Private Clinic Laboratories, Inc., and not Dr. Kell. Moreover, Kell reported such errors to the Corporation asking that such be corrected. To Kell's knowledge, such corrections have not occurred; such deficiencies causing Kell to needlessly deal with the Internal Revenue Service. Also the Corporation acknowledges that on at least one occasion, it attempted to substitute stock for Royalties due, at an artificially elevated rate, without the permission of Kell.

SIX, Kell has not obtained any advice concerning this AGREEMENT, including advice of legal counsel or his accountant. Moreover, the Corporation acknowledges that the Corporation's intent in constructing the un-amended AGREEMENT was to use threat and duress so to make sure Kell signs the original AGREEMENT. The Corporation is aware that Kell is, and has experienced, severe financial hardships, partially caused by the Corporation refusing to pay Royalties promptly, and necessity may require that he acquiesce to the demands of the Corporation.

SEVENTH, the Corporation is aware that Kell suffers from and is under treatment for manic-depression and stress-related disorders. The Corporation understands that this creates additional burdens upon the Corporation as to assuring that Kell is not taken advantage of.


EIGHTH, both Kell and the Corporation agree that the payment of \$140,000 to Kell will satisfy all past due Royalties, including past due Interest, from November 1997 through the Effective date of this amended AGREEMENT. Upon receipt of such monies, Kell agrees to dismiss any and all claims he has against the Corporation for non-paid Royalties and Interest outstanding as of the Effective date of the amended AGREEMENT.

NINETH, all Parties recognize that Kell is signing these documents 'without prejudice' as specified under provisions of UCC 1-207. Total number of pages to AGREEMENT with ADDENDUM is six (6).

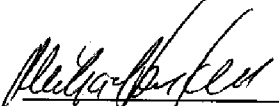
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year written above.

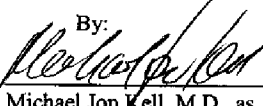
CORPORATION:

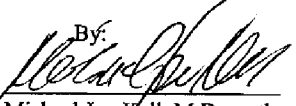
U. D. Testing, Inc.

By: 
Kenneth Moss, President

KELL:


Michael Jon Kell, M.D.
Private Clinic Laboratories, Inc.

By: 
Michael Jon Kell, M.D., as
Sole shareholder Servicios Trust

By: 
Michael Jon Kell, M.D., as the
sole current and successor Trustee