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PATENTS ONLY

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

OFFICE OF PATENT RECORDS

FINANCE SECTION

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1. Name of conveying party(ies)

John C. Godfrey

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 01/01/2005

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Joint Research Agreement
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☒ Other Patent License Agreement

2. Name and address of receiving party(ies)

Name: AMINOPATH LABS, LLC

Internal Address: _____

Street Address: 6955 NE Sacramento Street

City: Portland

State: OR

Country: USA

Zip: 97213

Additional name(s) & address(es) attached? ☐ Yes ☒ No**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)

10/367,667

5,945,542

6,541,644

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: SCHWABE, WILLIAMSON & WYATT, P.C.

Internal Address: _____

Street Address: Pacwest Center, Suite 1900

1211 SW Fifth Avenue

City: Portland

State: OR

Zip: 97204

Phone Number: 503-222-9981

Fax Number: 503-796-2900

Email Address: _____

6. Total number of applications and patents involved: 3**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00**

- ☐ 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 _____

01/18/2006 LUELLER 00000000 10367667

Authorized User Name _____

120.00 00

9. Signature:

Signature

01/13/2006

Date

Steven J. Prewitt, Reg. No. 45023

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450**PATENT**
REEL: 017458 FRAME: 0799

PATENT LICENSE AGREEMENT

This Patent License Agreement (the "Agreement") dated as of the 1st of January 2002, is between John Godfrey, an individual (the "Licensor"), and AminoPath Labs, L.L.C., an Oregon limited liability company (the "Licensee").

Licensor is co-owner with Licensee of U.S. Patent No. 5,945,542 (the "Patent") for a process through which the amino acid L-Tryptophan is extracted from certain naturally occurring protein sources (the "Extraction Process"). Licensee desires to acquire the exclusive right to use and completely exploit the Patent and the Extraction Process for the production and sale of L-Tryptophan. Licensor is willing to grant such right to Licensee on the terms set forth in this Agreement.

NOW THEREFORE in consideration of the foregoing premises, the mutual covenants herein contained, the reliance by each of the parties hereon, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Grant of License. For the term of the Agreement, Licensor hereby grants to Licensee the exclusive worldwide right to all of Licensor's direct or indirect right, title, and interest in and to the Patent and in and to the Extraction Process and to all rights to the intellectual property described therein or relating to the subject matter thereof (the "License"). Without limiting the generality of the foregoing, the License shall include, without limitation, the full and exclusive right (a) to isolate, extract, manufacture or otherwise produce any amino acid(s) using the process described in the Patent, using a process described in any U.S. or foreign patent or patent application that claims priority to, incorporates, or otherwise relates to the Patent, or by means of the Extraction Process, or any improvement, modification, refinement, continuation, extension or enhancement of any of the above; (b) to sell, exchange, license, sublicense, transfer or otherwise convey any product or process that is directly or indirectly described in the Patent, directly or indirectly described in any U.S. or foreign patent or patent application that claims priority to, incorporates, or otherwise relates to the Patent, or derived from, through or by means of the Extraction Process; (c) to improve, modify, refine or enhance the Patent and/or the Extraction Process, and to fully exploit any such improvement, modification, refinement or enhancement, or to combine the Patent and/or the Extraction Process with other processes, methods and means; (d) to file and prosecute patent applications in the U.S. or any foreign country that claim priority to, incorporate or otherwise relate to the Patent, including continuation, continuation-in-part, divisional, reissue and other extensions thereof; (e) to enforce the Patent, any U.S. or foreign patent or patent application that claims priority to, incorporates, or otherwise relates to the Patent, or the Extraction Process, and (f) to otherwise protect, exploit or enforce by any means the full potentialities of the Patent and the Extraction Process. Licensor hereby appoints and authorizes Licensee as his attorney-in-fact to execute any documents necessary and to exercise its power as Licensor's attorney-in-fact to effectuate the foregoing rights of the License.

2. Term of License. This agreement shall remain in effect until terminated as herein provided.

3. Additional Licensor Covenants. During the term of this Agreement, Licensor covenants and agrees (i) not to do any act or omit to do any act the direct or indirect effect of which will be to not fully vest in Licensee all rights in the Patent and in the Extraction Process as and to the extent provided in this Agreement, the intent being that Licensor not be required to incur any cost or expense to enforce the Patent or the Extraction Process, only that Licensor refrain from any act that would adversely impact the grant herein made; (ii) to do such acts (at no cost or expense to Licensor) and to execute such documents and instruments as shall be requested by Licensee to exploit the Patent, the License and/or the Extraction Process and to vest in Licensee the full right to use, improve and exploit the Patent, the License and/or the Extraction Process, including, without limitation, filing of U.S. and foreign patent applications and all submissions necessary or convenient in connection therewith, including executing all documents necessary to obtain and enforce protection for the Patent, patents or patent applications that claim priority to, incorporate, or otherwise are related to the Patent, and/or the Extraction Process; and (iii) not to challenge or assist any other party in challenging, the validity, enforceability, or viability of the Patent, any U.S. or foreign patent or patent application that claims priority to, incorporates, or is otherwise related to the Patent, the Extraction Process, the License, and/or any of Licensee's rights therein.

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14. Governing law. This agreement shall be governed by the laws of the state of Oregon, without reference to its conflicts of law principles.

15. Arbitration. Any dispute between Licensor and Licensee concerning this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of The American Arbitration Association. Unless otherwise agreed, arbitration shall be conducted in Portland, Oregon before a single arbitrator. If the amount in controversy exceeds \$10,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for, and computation of, the amount of the award, if any. A party substantially prevailing in the arbitration shall also be entitled to recover such amount for its

costs and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. Nothing herein, however, shall prevent either party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate. In any arbitration proceeding, each party shall be entitled to discovery to the extent agreed upon or, in the absence of agreement, determined by the arbitrator. In making such determination, the arbitrator shall balance the benefits of discovery against burdens and expenses, considering the nature and complexity of the case, the amount in controversy, and the possibility of unfair surprise or advantage, which may result if discovery is restricted. To the extent that discovery is allowed by the arbitrator, the arbitrator shall have all authority of a court incidental to such discovery including, but not limited to, authority to order production of documents and other materials, to issue orders to appear and submit to depositions, and to impose appropriate sanctions against any party for failing to comply with any order.

16. Modification and Waiver. No amendment of this Agreement or waiver of its provisions shall be deemed to have occurred unless expressed in a writing signed by the party to be bound.

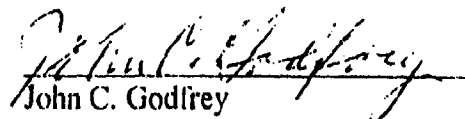
17. Severability. If any provision of this Agreement or the application of any such provision shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

18. Notices. Notices under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, or one business day after being sent by overnight courier, charged prepaid, or four business days after being mailed, postage prepaid, by registered or certified mail, in each case addressed to the parties at their principle place of business.

19. Force majeure. Neither party to this Agreement shall be liable for any delay or default in performance caused by conditions beyond the party's reasonable control, including but not limited to acts of God, strikes, orders, or mandates of any federal, state, or municipal government or any department or agency thereof, or unavailability of labor, manufacturing facilities, or materials from unusual sources, provided that the party whose performance is affected by such conditions: (i) immediately notifies the other party of the cause and the expected duration of the party's inability to perform this Agreement, and (ii) resumes the performance of its obligations with due diligence as soon as practicable after the effects of any such event have been removed.

The parties have executed this Agreement as of the date first above written.

Licensors:


John C. Godfrey

Licensee:

AminoPath Labs, LLC, an
Oregon limited liability
company

By: Robert L. Pollock
Robert L. Pollock
Manager

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