

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MitoChroma Research, Inc.	07/06/2006
RECEIVING PARTY DATA	
Name:	VDF Futureceuticals
Street Address:	819 Dixie Highway
City:	Momence
State/Country:	ILLINOIS
Postal Code:	60954
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	10220761
Application Number:	10668921
Application Number:	10567868
Application Number:	10567875
Application Number:	10526837
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	101267.0000

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NAME OF SUBMITTER:

Martin Fessenmaier

Total Attachments: 3

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ASSIGNMENT

WHEREAS, MitoChroma Research, Inc., a company having its principal place of business at 819 Dixie Highway, Momence, IL 60954, (referred to hereinafter as "ASSIGNOR") has obtained, by way of Assignment, the inventions referenced on the attached Schedule A, for which applications for Letters of Patent of the United States of America were filed on the dates indicated; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, VDF Futureceuticals, a company having its principal place of business at 819 Dixie Highway, Momence, IL 60954 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

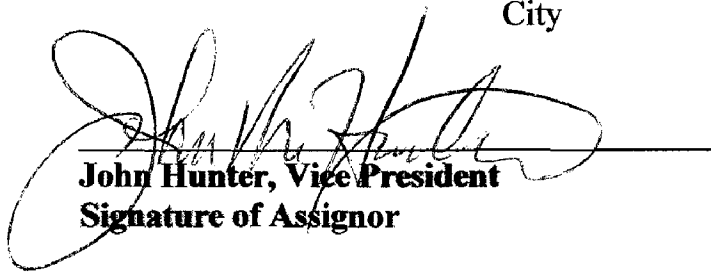
ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent applications listed on Schedule A, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.



WITNESS my hand at Mokenca, ILLINOIS this 6th day of July, 2006,
City State Month



John Hunter, Vice President
Signature of Assignor

Schedule A

<u>Application Serial No.</u>	<u>Title</u>	<u>Filing Date</u>
1. 10/220761	Methods and Compositions for Dietary Supplements	December 16, 2002
2. 10/668921	Methods and Compositions For Increasing Fermentation of a Microorganism	September 22, 2003
3. 10/567868	Alimentary Compositions and Methods for Metabolic Modulation	February 8, 2006
4. 10/567875	Pharmaceutical Compositions and Methods For Metabolic Modulation	February 8, 2006
5. 10/526837	Compositions and Methods For Treating NIDDM and Other Conditions and Disorders Associated With AMPK Regulation	October 26, 2005

A handwritten signature in black ink, appearing to be 'JmH', is located in the lower right quadrant of the page.