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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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To the Director of the U.S. Patent and Trademark Office

documents or the new address(es) below.

1. Name of conveying party(ies)Steve B. Harris
Nick J. HuangAdditional name(s) of conveying party(ies) attached? ☐ Yes ☐ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) _____

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

2. Name and address of receiving party(ies)

Name: Bioavailability, Inc.

Internal Address: _____

Street Address: 1100 West Commercial Blvd.

City: Fort Lauderdale

State: Florida

Country: US Zip: 33309

Additional name(s) & address(es) attached? ☐ Yes ☐ No**4. Application or patent number(s):**A. Patent Application No.(s)
PCT/US2005/004533☒ This document is being filed together with a new application.

B. Patent No.(s)

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

Name: Jay P. Hendrickson

Internal Address: Sutie 319

Street Address: 1010 B Street

City: San Rafael

State: California Zip: 94901

Phone Number: 415-456-4116

Fax Number: 415-456-1848

Email Address: _____

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$40**

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Jay P. Hendrickson

Name of Person Signing

Date

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

6

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

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PATENT
REEL: 018180 FRAME: 0296

**Bioavailability, Inc.
Product Invention and Assignment Agreement**

This AGREEMENT (the "Agreement") is made and entered into as of the 8th day of OCTOBER, 2004, (the "Effective Date") by and between, Steve Harris, M.D., Sandra Russell, Joan O'Farrell, and Nick Huang, Individuals (hereinafter "Inventors") and Bioavailability, Inc., a Nevada corporation (hereinafter the "COMPANY").

- A. Inventors have developed, invented, formulated and are consulting on a nutritional and alternative healthcare product; and
- B. COMPANY is in the business of designing, inventing, formulating, manufacturing, and selling nutritional supplements and other related health products.

WHEREAS, COMPANY desires to have Inventors provide exclusive information, concepts for new products, scientific and nonscientific ideas;

WHEREAS, Inventors desires to provide exclusive information, concepts for new products, scientific and nonscientific ideas for COMPANY;

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, the parties agree as follows:

1. APPOINTMENTS AND DUTIES.

- a. Inventors will provide to COMPANY exclusive information, concepts for new products, scientific and non scientific ideas, ideas and concepts for reformulation of current product(s), invention(s), complete and partial formula(s), physical samples and other intellectual information (hereinafter referred to as Proprietary Information) for the specific purpose of formulation and/or development of the following nutritional or alternative healthcare products: **All highly lipid-soluble nutrients and pharmaceuticals used in the human food supplement and human medical markets, including but not limited to a self-micro emulsifying coenzyme Q10 product (the "Product")**
- b. Inventors will grant to COMPANY the rights to further develop, combine, repackage, manufacture and market such products ("Covered Products").
- c. Covered Products shall include on all product(s) identified as using (in part or in whole), being based on, or brought into being as the result of COMPANY receiving Inventor's Proprietary Information.
- d. It is anticipated that Inventors will spend whatever time is necessary to fulfill their obligations under this contract. The particular amount of time may vary from day to day or week to week.

2 COVENANTS OF INVENTORS

- a. Exclusive. This agreement is exclusive in regards to the Product.
- b. Agreement to Assign. Inventors agrees to assign all of Inventor's right, title and interest in

the Proprietary Information and Covered Products, as set forth in ¶ 1.a. and ¶ 3.a. of this Agreement. In order to affect such ownership transfer, immediately upon reduction to practice of any Covered Product, Inventors will execute that certain separate assignment document, to be recorded with the United States Patent and Trademark Office. Inventors shall fully cooperate with COMPANY in the filing and prosecution of the Assigned Patent Applications. Inventors will execute all divisional continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions; execute all rightful oaths, assignments, power of attorney and other papers, communicate to COMPANY, its successors, assigns or representatives, all facts known to the undersigned relating to said inventions and the history thereof; and generally do everything possible which COMPANY, its successors, assigns or representatives shall consider desirable for aiding and securing and maintaining proper patent protection for said Covered Products in COMPANY as Inventor's Assignee, its successors, assigns and representatives.

- c. Cooperation. Inventors agrees to cooperate fully with COMPANY so that COMPANY may enjoy its rights under this Agreement to the fullest extent possible, including cooperation in proceedings in the United States and in regards to foreign applications and opposition proceedings, cancellation proceedings, priority contests, interferences, court actions, and the like.
- d. Warranty. Inventors warrant and represent that they have not entered into any assignment, contract or understanding in conflict with the terms and provisions of this agreement in their entirety.

3. CONFIDENTIALITY:

- a. Each party shall maintain in confidence all CONFIDENTIAL INFORMATION received from the other party. In this regard, each party shall disclose CONFIDENTIAL INFORMATION of the other party only to the officers and employees of the receiving party directly concerned with the use and evaluation of said Information for the purpose specified above and each party shall take all necessary and reasonable precautions to prevent such information from being disclosed or provided to any unauthorized person, firm or company.
- b. Each party shall not use CONFIDENTIAL INFORMATION of the other party for any purpose other than the purpose stated above without first obtaining the other party's express written consent.
- c. Return of Information. Upon termination of this Agreement for any reason, Inventors shall return, or at the option of the disclosing party, certify destruction of, all Information and copies thereof; provided that Inventors may retain one copy thereof in its law department files solely for evidentiary and regulatory purposes.
- d. Inventors agree not to publish any detailed information about how the Products are developed until the intellectual property rights for the Products are secured. This determination is in the COMPANY'S sole discretion. The COMPANY shall be allowed to release general information about the Products to the Life Extension Foundation Buyers Club ("LEBC") without revealing details about how the products were developed. LEBC shall have the unlimited right to use this information in the marketing, reporting and promotion of the Products.

4. **BINDING EFFECT.** The Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors and, to the extent permitted by ¶ 10, assigns.

5. **ASSIGNMENT.** Except with the other parties' prior written consent, the Inventors may not assign any rights or delegate any duties under this Agreement. Notwithstanding anything to the contrary, all warranties and representations of the parties survive either the expiration or earlier termination of the Agreement.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and the transactions contemplated hereby and supersedes any and all oral representations and statements by either party or any prior agreements between the parties.

7. **AMENDMENT.** This Agreement may not be changed, modified or amended except by written amendment signed by both parties hereto.

8. **ARBITRATION.** Excepting any proceeding for a temporary restraining order, preliminary injunction or other pre-judgment remedy, any controversy between the parties or their successors or assigns, arising under or out of this Agreement shall be settled by arbitration under the applicable Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). Any party to the dispute desiring to institute arbitration shall deliver to the American Arbitration Association and the other party such notice shall be effective to institute arbitration in accordance with the AAA Rules. All arbitration proceedings shall be held in Las Vegas, Nevada. Any award made pursuant arbitration may be entered as a judgment by any court of competent jurisdiction on the application of any party to said arbitration. Notwithstanding anything contained herein to the contrary, the parties to such arbitration may conduct discovery in accordance with Florida Statute § 682.08, Arbitration Code.

9. **SEVERABILITY.** The validity or enforceability of any individual provision of this agreement will not affect the validity or enforceability of any other individual provision or the spirit of the total agreement, which will remain in full force and effect.

10. **GOVERNING LAW.** This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Florida without reference to its choice of law rules.

11. **NO WAIVER.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

12. **SAVINGS CLAUSE.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. **FURTHER ASSURANCES.** Each party agrees to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the terms and purposes of this Agreement.

14. **SECTION HEADINGS.** The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

15. **NOTICE.** Any notices given hereunder this Agreement shall be in writing and shall be served either personally or delivered by United States mail, postage prepaid, registered or certified mail, return receipt requested. Notices may also effectively be given by transmittal via a telecopy machine, if the party to whom the notice is being sent has such a device in its office, provided a complete copy of any notice so transmitted shall also be mailed on the day of fax transmittal in the same manner as required for a mailed notice. Should the official address of either party change then that party is required to notify the other party in writing of the new address within 10 days of said change. Notices shall be deemed received at the earlier of actual receipt of ten days following deposit in United States mail, postage prepaid. Notices shall be directed to the following addressed:

To COMPANY
Bioavailability, Inc.
1100 West Commercial Blvd.
Fort Lauderdale, FL 33309

To Inventors:
Steve Harris, M.D.
10743 Civic Center Drive
Rancho Cucamonga, CA 91730

Sandra Russell
10743 Civic Center Drive
Rancho Cucamonga, CA 91730

Joan O'Farrell
10743 Civic Center Drive
Rancho Cucamonga, CA 91730

Nick Huang
10743 Civic Center Drive
Rancho Cucamonga, CA 91730

From time to time the parties may in writing designate a new address for purposes of notice hereunder by notices to the other party hereto in the manner provided above.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Inventors

Bioavailability, Inc.

Steven B. Harris

Steve Harris

Sandra Russell

Sandra Russell

Joan O'Farrell

Joan O'Farrell

Nick Huang

Nick Huang

Name:

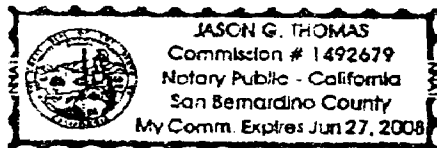
Title

STATE OF CALIFORNIA

COUNTY OF San Bernardino

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Joan O'Farrell, who is personally known to me or has provided CA Driver License as identification, and who did take an oath.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of September, 2004.



Notary Public:

Jason G. Thomas

Print Name

My Commission Expires: June 27, 2008