# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
FindCure.Org, Inc.	05/17/2006

### **RECEIVING PARTY DATA**

Name:	Dovetail Technologies Inc.	
Street Address:	10616 Mantz Road	
City:	Silver Springs	
State/Country:	MARYLAND	
Postal Code:	20903	

### PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6007819
Patent Number:	6498150
Patent Number:	6451853
Patent Number:	6166086
Patent Number:	6414114
Patent Number:	6762174
Application Number:	10206470
Application Number:	09637917
Application Number:	11054093

## **CORRESPONDENCE DATA**

500180654

Fax Number: (314)259-2020

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

Phone: 314-259-2000

Email: laalthauser@bryancave.com

Correspondent Name: Lucinda A. Althauser

Address Line 1: 211 North Broadway, Suite 3600

PATENT REEL: 018524 FRAME: 0603  $\frac{3}{600}$ 

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Address Line 4: St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	N002410	
NAME OF SUBMITTER:	Lucinda A. Althauser	
Total Attachments: 6 source=SL34S_ScanToDesktop_11162006-043359#page1.tif source=SL34S_ScanToDesktop_11162006-043359#page2.tif source=SL34S_ScanToDesktop_11162006-043359#page3.tif source=SL34S_ScanToDesktop_11162006-043359#page4.tif source=SL34S_ScanToDesktop_11162006-043359#page5.tif source=SL34S_ScanToDesktop_11162006-043359#page6.tif		

PATENT REEL: 018524 FRAME: 0604

#### EXHIBIT 1

### AMENDED AND RESTATED ASSIGNMENT & ASSUMPTION AGREEMENT

# THIS AMENDED AND RESTATED ASSIGNMENT & ASSUMPTION AGREEMENT ("Agreement") is made and effective as of this 17th day of May, 2006, by and between Dovctail Technologies Inc., a Delaware corporation, ("Dovctail"), and FindCure.Org, Inc., formerly known as Victory Over Cancer Corporation, a Maryland non-profit corporation, having a

WHEREAS, FindCure desires to assign to Dovetail all right, title and interest in and to the patents, patent applications, trademarks and other intellectual property listed on Exhibit A, and all intellectual property related to Taurox (as defined below) and allergy and immunology in humans and

principal place of business at 10616 Mantz Road, Silver Springs, Maryland 20903 ("FindCurc").

animals (the "Intellectual Property"), subject to the terms and conditions of this Agreement;

WHEREAS, Dovetail desires to acquire all right, title and interest in the Intellectual Property from FindCure subject to the terms and conditions of this Agreement;

WHEREAS, two different documents entitled "Assignment & Assumption Agreement" relating to the Intellectual Property may have been executed by FindCure and/or Dovetail; and

WHEREAS, FindCure and Dovetail wish to enter into this Agreement for the purposes of (1) amending and restating the two different Assignment & Assumption Agreements relating to the Intellectual Property and (2) confirming and memorializing the terms of this Intellectual Property assignment

### NOW THEREFORE, FindCure and Dovetail hereby agree as follows:

In exchange for a release of all of FindCure's obligations and liabilities to Dovetail arising under either the FindCure. Org Asset Purchase and Sale Agreement dated May 1, 2005 by and between FindCure and Dovetail or the Assignment of Patent Applications, Patents, Trademarks & Trademark Applications (undated) by and between FindCure. Org Foundation (previously known as Victory Over Chronic Conditions) and Dovetail, and other good and valuable consideration (which may include but is not limited to other written agreements entered between the parties), the receipt and sufficiency of which is hereby acknowledged, FindCure does hereby sell, assign and transfer, to Dovetail, its successors and assigns, its entire right, title, and interest in and to the patents, patent applications, trademarks and other intellectual property listed in Exhibit A hereto, all of the same to be held and enjoyed by Dovetail for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which said patents have been or will be granted. Notwithstanding anything to the contrary the transfer of rights and materials described herein is no greater than that which FindCure owns;

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2. FindCure does hereby sell, assign, and transfer to Dovetail, its successors and assigns, its entire right, title and interest in and to all ideas, discoveries, inventions, trade secrets, know-how, improvements, modifications, technology, formulations, techniques, methods, including manufacturing procedures and methods of use, data, databases, algorithms and compositions of matter, including all physical, chemical, and biological materials, whether or not patentable or copyrightable, and all patents, patent applications, and copyright registrations disclosing or relating to any of the foregoing relating to Taurox, as defined below, and/or related to allergy and immunology in humans and animals (the "Taurox, Allergy and Immunology Intellectual Property"). For purposes of this Agreement, "Taurox" shall mean (1) any and all compositions comprising carbo-benzoxy beta-alanyl taurine, which is also referred to as COBAT, (2) any and all compositions comprising a compound of the formula:

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wherein A is a group of the formula  $-5O_3H$  or  $-OSO_2OH$ ;  $R_1$  is H, a linear or branched lower alkyl, anylalkyl, or alkenyl; and  $R_2$  is H, a linear or branched lower alkyl, an alkenyl, an arylalkyl, an acyl, a carbonate ester, an allyloxy carbonyl, a cycloalkoxycarbonyl, an unsubstituted arylalkoxycarbonyl or a substituted arylalkoxycarbonyl; or, alternatively,  $R_1$  and  $R_2$  taken together form, with the nitrogen to which they are attached, a 5 to 7 membered ring; and (3) all salts, formulations, uses, and delivery systems thereof, and shall include, without limitation all such compounds and uses thereof covered by a pending or issued claim of one or more of the patents and patent applications listed in Exhibit A hereto;

- 3. FindCure hereby agrees to execute, acknowledge and deliver any and all documents as Dovetail, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Dovetail owns all right, title and interest in and to the patents, patent applications, trademarks and other intellectual property listed in <a href="Exhibit A">Exhibit A</a> hereto and the Taurox, Allergy and Immunology Intellectual Property (collectively, the "Assigned Intellectual Property"), and that FindCure no longer has any right, title or interest, of any kind or nature, in or to the Assigned Intellectual Property;
- 4. FindCure hereby authorizes and requests the U.S. Patent and Trademark Office and any foreign patent issuing authorities to issue any and all patents on the Assigned Intellectual Property to Dovetail;
- 5. FindCure hereby covenants that it has the full right to convey all rights, titles and interests to the Assigned Intellectual Property, and that it has not executed and will not execute any assignment or other instrument in conflict herewith;
- 6. If, after the execution of this Agreement, any part, term or provision of this Agreement is found to be invalid, illegal, unenforceable, or in conflict with any valid controlling law, such part, term or provision shall be fully severable, and, in lieu thereof, the parties shall add a legal, valid and enforceable provision as similar in terms of such illegal, invalid or unenforceable provision as may be possible;

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- 7. This Agreement shall be interpreted and construed under the laws of the State of Delaware;
- 8. Any modification or amendment of this Agreement shall be effective only if made in writing and signed by all parties hereto;
- 9. This Agreement amends and restates the two different documents entitled "Assignment & Assumption Agreement" relating to the Intellectual Property that may have been executed between the parties; and
- 10. For the convenience of FindCure and Dovetail, copies of this Agreement may be executed in two or more counterparts and signature pages exchanged by facsimile or electronically in portable document format. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and all of such copies together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands having fully read the above and fully understanding the contents and/or provisions thereof.

Dovetail Technologies Inc.

FindCure.Org, Inc.

Floyd Taub, President

Floyd Taub, President

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### EXHIBIT A

1. All of FindCure's rights, title and interest in all inventions, patents, patent applications, trademarks and non-registered trademarks on which Dr. Floyd Taub is a co-inventor including, but not limited to: (i) all property rights under applicable international, multilateral and bilateral treaties and conventions, (ii) all inventions disclosed and/or claimed; (iii) any other United States and foreign patents or patent applications which disclaim and/or disclose said inventions, or which correspond or claim priority from any of the foregoing, including but not limited to all counterparts, equivalents, continuations, continuations-in-part, divisionals, additions, substitutes, reissues, reexaminations, extensions, renewals, reinstatements and restorations, (iv) any and all United States and foreign patents obtained at any time, (v) the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation, (vi) applicable research data and records related to any of the foregoing, and (iv) the patents, patent applications and non-registered trademarks listed below on this Exhibit A.

### Patents and Patent Applications

U.S. Patent No./U.S. Application No.	Title
6,007,819	Methods of inducing immunity using low molecular weight immune stimulants
6,498,150	Low molecular weight cell, bone matrow and immune stimulants
6,451,853	Small molecules that clicit a polarized Th1 response and for modulation of cellular immunity
10/206,470	Homeopathic Drug Composition and Methods of Use Thereof
09/637,917	Small Molecules that Increase the Conversion of Food to Body Weight Gain
6,166,086	Small molecules that increase the conversion of food to body weight gain
6,414,114	Disulfides and thiol compounds
6,762,174	Low molecular weight compounds administered together with anti-cancer agents to prevent or treat cancer and pharmaceutical compositions thereof
11/054,093	High volume and alternative methods of delivering homeopathic remedies

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The foreign patent applications and/or patents related to the above include, but may not be limited to:

Jurisdiction	Application Number	Title
Australia	199933088	Small molecules that elicit a polarized TH1 response and for modulation of cellular immunity
Australia	718140 (Patent Number)	Low molecular weight cell, bone marrow and immune stimulants
Canada	2235245	Low molecular weight cell, bone marrow and immune stimulants
Ешторе	99907178	Small molecules that increase the conversion of food to body weight gain
Europe	96936784.6	Low molecular weight cell, bone marrow and immune stimulants
Japan	516081/97	Low molecular weight cell, bone marrow and immune stimulants
Japan	11513691T2	Low molecular weight cell, bone marrow and immune stimulants
Australia	2003235147	Small molecules that increase the conversion of food to body weight gain
Australia	199928741	Novel disulfides and thiol compounds
Australia	199928740	Low molecular weight compounds administered together with anti-cancer agents to treat cancer and pharmaceutical compositions thereof
Australia	199926896	Small molecules that increase the conversion of food to body weight gain
Canada	2321961	Novel disulfides and thiol compounds
Çanada	2321814	Small molecules that increase the conversion of food to body weight gain
Europe	99909564.9	Novel disulfides and thiol compounds
Japan	2000532130	Novel disulfides and thiol compounds
Japan	2002503700T2	Novel disulfides and thiol compounds

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# Non-Registered Trademarks

- 1. TaurImmune
- 2. Taurox
- 3. NanoDrug
- 4. Mclting Microspheres
- 5. Adaptive MicroMed

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**RECORDED: 11/16/2006** 

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