

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Paul R. Myhill</td><td>01/13/2005</td></tr><tr><td>William J. Driscoll</td><td>01/13/2005</td></tr></tbody></table>		Name	Execution Date	Paul R. Myhill	01/13/2005	William J. Driscoll	01/13/2005
Name	Execution Date						
Paul R. Myhill	01/13/2005						
William J. Driscoll	01/13/2005						
RECEIVING PARTY DATA							
Name:	LIFELINE NUTRACEUTICALS CORPORATION						
Street Address:	6400 South Fiddler's Green Circle, Suite 1970						
City:	Englewood						
State/Country:	COLORADO						
Postal Code:	80111						
PROPERTY NUMBERS Total: 1							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11088323</td></tr></tbody></table>		Property Type	Number	Application Number:	11088323		
Property Type	Number						
Application Number:	11088323						
CORRESPONDENCE DATA							
Fax Number:	(303)268-0065						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	3032680066						
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Correspondent Name:	ROSEMARY KELLOGG						
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Address Line 4:	HIGHLANDS RANCH, COLORADO 80129						
ATTORNEY DOCKET NUMBER:	350986-0104						
NAME OF SUBMITTER:	Rosemary Kellogg						
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif							

CH 11088323 \$40.00

PATENT

REEL: 019380 FRAME: 0017

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ASSIGNMENT

We, **Paul R. Myhill and William J. Driscoll**, the undersigned, hereinafter referred to as the ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **Lifeline Nutraceuticals Corporation** with offices at **6400 South Fiddler's Green Circle, Suite 1750, Englewood, CO 80111**, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE. (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

COMPOSITIONS AND METHODS FOR ALLEVIATING OXIDATIVE STRESS

relating to all applications listed on the attached **Schedule A**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

12/8/94

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding 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 application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Each of the undersigned hereby authorizes Epstein Becker and Green, P.C., of 111 Huntington Avenue, 26th Floor, Boston, MA 02199, to insert hereon any further identification information necessary or desirable for recordation of this document.

[Signatures to follow]

24-9

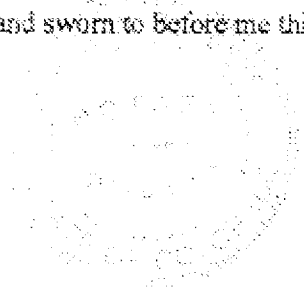
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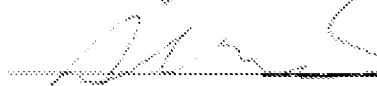

Signature of: Paul R. Myhill

State of Celebration

County of Aransas

Subscribed and sworn to before me this 13th day of January, 2005

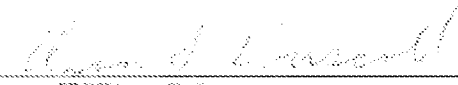



Notary Public Daniel W. Driscoll

My commission expires 1/13/2007

MY COMMISSION EXPIRES 1/13/2007

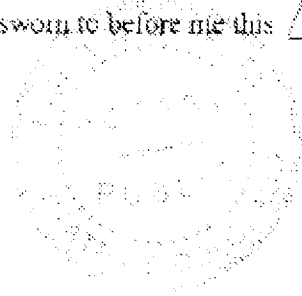
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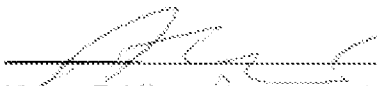

Signature of: William J. Driscoll

State of Celebration

County of Aransas

Subscribed and sworn to before me this 13th day of January, 2005




Notary Public Daniel W. Driscoll

My commission expires 1/13/2007

MY COMMISSION EXPIRES 1/13/2007

019380

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SCHEDULE A

<u>Application No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
60/555,802	03/23/04	Myhill, et al.	Compositions and Methods for Alleviating Oxidative Stress
60/590,528	7/23/04	Myhill, et al.	Compositions and Methods for Alleviating Oxidative Stress
60/604,638	08/26/04	Myhill, et al.	Compositions and Methods for Alleviating Oxidative Stress
60/607,648	09/07/04	Myhill, et al.	Compositions and Methods for Alleviating Oxidative Stress
60/610,749	09/17/04	Myhill, et al.	Compositions and Methods for Alleviating Oxidative Stress

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