

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
John LYNN	06/15/2007

RECEIVING PARTY DATA

Name:	HEALTHMARK, LLC
Street Address:	333 King Arthor Court
City:	Austin
State/Country:	TEXAS
Postal Code:	78746

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	6147607
Patent Number:	6211788
Patent Number:	6031461
Application Number:	60874083
Application Number:	11098272
Application Number:	60815085
Application Number:	11426216

CORRESPONDENCE DATA

Fax Number: (713)456-2836

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

Phone: 713-571-3400

Email: paul.gonzales@novakdruce.com

Correspondent Name: NOVAK DRUCE & QUIGG, LLP

Address Line 1: 1000 Louisiana Street

Address Line 2: 53rd Floor

Address Line 4: Houston, TEXAS 77002

PATENT

500336310

REEL: 019704 FRAME: 0386

OP \$280.00 6147607

ATTORNEY DOCKET NUMBER:	8224.001.0000
NAME OF SUBMITTER:	Tracy W. Druce
Total Attachments: 4 source=ASSIGNMENT_JLtoHM#page1.tif source=ASSIGNMENT_JLtoHM#page2.tif source=ASSIGNMENT_JLtoHM#page3.tif source=ASSIGNMENT_JLtoHM#page4.tif	

JOHN LYNN - HEALTHMARK
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Agreement"), dated as of June 15, 2007 ("Effective Date"), is made by and between John Lynn ("Assignor"), and Healthmark, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the President of Assignee and Assignee is a limited partner of Squid Soap, LP, a Texas limited partnership ("Squid Soap");

WHEREAS, Squid Soap is party to an Asset Purchase Agreement of even date herewith with Airborne Health, Inc. ("Airborne"), pursuant to which Squid Soap has agreed to transfer ("Asset Transfer") certain of its assets, including without limitation all Intellectual Property, to Airborne;

WHEREAS, Assignor owns certain Intellectual Property (as defined below);

WHEREAS, in contemplation of and to facilitate the closing of the Asset Transfer and in exchange for \$10.00 and other good and valuable consideration, Assignor has agreed to transfer the Intellectual Property to Assignee so that Assignee may transfer it to Squid Soap and Squid Soap may transfer it to Airborne as part of the Asset Transfer;

WHEREAS, Assignor acknowledges receipt of good and valuable consideration for the transfer of the Intellectual Property to Assignee, including without limitation the funds to be received by Assignor in connection with the Asset Transfer;

WHEREAS, Assignee desires to accept such assignment of the Intellectual Property from Assignor; and

WHEREAS, the assignment of Intellectual Property shall become effective immediately prior to the Asset Transfer as of the Effective Date.

NOW THEREFORE, in consideration of the foregoing and mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1.0 Definitions.

1.1 "Intellectual Property" shall mean:

- (a) technology (including unpublished research and development information, know-how, trade secrets and technical data) relating to marking hygiene products (the "Technology");
- (b) U.S. patents and U.S. patent applications listed below and any and all other and additional U.S. patents and/or patent applications related to the Technology but not specifically listed below, and including all U.S. patents including divisionals,

continuations, continuation-in-parts, reissues, reexaminations and extensions issued therefrom:

U.S. Patent No. 6,147,607

U.S. Patent No. 6,211,788

U.S. Patent No. 6,031,461

U.S. Patent Application No. 60/874,083 (provisional)

U.S. Patent Application No. 11/098,272

U.S. Patent Application No. 60/815,085 (provisional);

US Application No. 11/426,216 (Publication No. 2006/0231568)

- (c) registered and unregistered U.S. federal and state trademarks, trade names, service marks, trade dress and logos of "SquidSoap" and/or "Squid Soap" and variations thereof, including trademark "Squid Soap" registered with the U.S. Patent and Trademark Office as Serial No. 78615045 and Registration No. 3195115, all goodwill associated with such trademarks, and all applications, registrations and renewals in connection therewith in the United States;
- (d) all works of authorship in connection with the Technology, including all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith in the United States and all moral rights in the United States; and
- (e) all other intellectual property and proprietary rights in connection with the Technology.

2.0 Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's rights, title and interest throughout the United States of America and its affiliated territories in and to the Intellectual Property, including all rights to sue or recover for the past, present and future infringement thereof, and any and all causes of action related thereto, subject to: a subsequent assignment of the Intellectual Property from Assignee to Squid Soap as described in the Healthmark-Squid Soap Intellectual Property Assignment Agreement attached as Exhibit A; a subsequent assignment of the Intellectual Property from Squid Soap to Airborne as described in the Squid Soap-Airborne Intellectual Property Assignment Agreement attached as Exhibit B; and an exclusive license to the U.S. patents and patent applications listed in Section 1.1(b) above to be granted by Airborne Health to Healthmark as described in the Airborne-Healthmark Patent License Agreement attached as Exhibit C. Assignor and Assignee agree that the foregoing assignment, transfer and conveyance shall automatically and without any further action required by either party become effective as of the Effective Date.

3.0 Representations, Warranties and Covenants.

3.1 Assignor represents, warrants and covenants that, as of the Effective Date:

- (a) Assignor has all the requisite legal right, power and authority to execute and perform this Agreement.

4.0 Miscellaneous.

4.1 Governing Law and Forum. This Agreement and the transactions contemplated hereby shall be governed in all respects by the laws of the State of Delaware. The parties expressly agree that any and all actions concerning any dispute arising under this Agreement shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in the State of Delaware.

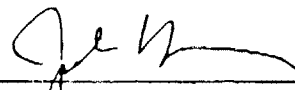
4.2 Modification, Amendment and Waiver. This Agreement and its provisions shall not be modified, amended or waived, except in a writing executed by both parties.

4.3 Further Actions. Each party agrees to execute, acknowledge, and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

4.4 [Termination of Existing Agreement. Assignor and Assignee agree that the Existing Agreement is hereby terminated as of the Effective Date and shall have no further force and effect and the parties shall have no further obligations or liabilities thereunder.] *needs to be revised to HM and SS or deleted*

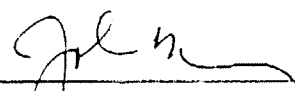
IN WITNESS WHEREOF, each of ASSIGNOR and ASSIGNEE has caused its respective duly authorized officer to execute and deliver this Agreement as of the Effective Date.

ASSIGNOR:



John Lynn

ASSIGNEE:**HEALTHMARK, LLC**

By: 

Name: John Lynn
Title: President

[Signature Page to IP Assignment Agreement]