


# **RECORDATION FORM COVER SHEET PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p><b>Jordan Research Holdings 9805 Research Drive Irvine, CA 92618</b></p> <p>Additional name(s) of conveying party(ies) attached?</p> <p align="center">() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Name:</b> JRX Biotechnology, Inc. <b>Street Address:</b> 9805 Research Drive <b>City:</b> Irvine <b>State:</b> CA <b>ZIP:</b> 92618</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p align="center">() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>( ) Assignment ( ) Security Agreement ( ) Merger (X) Change of Name ( ) Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p align="center"><b>July 9, 2007</b></p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 09/350,043 Filing Date: July 8, 1999</p> <p>Additional numbers attached?</p> <p align="center">(X) Yes ( ) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995</p> <p><b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614</p> <p><b>Return Fax:</b> (949) 760-9502</p>	<p>6. Total number of applications and patents involved: 13</p>
<p>7. Total fee (37 CFR 1.21(h)): <b>\$520.00</b></p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <p><u>Eric S. Furman</u> Name of Person Signing</p> <p><u>45,664</u> Registration No.</p> </div> <div style="width: 30%; text-align: center;">   <hr style="width: 100%;"/> <p>Signature</p> </div> <div style="width: 30%; text-align: center;"> <p><u>August 28, 2007</u> Date</p> </div> </div> <p align="right">Total number of pages including cover sheet, attachments and document: <b>7</b></p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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**PATENT  
REEL: 019764 FRAME: 0858**

**CH \$40.00 111410 09350043**

Exhibit I

ATTY. Docket No.	Application No.	Filing Date	Patent No.	Issue Date
ORYXE.001A	09/350,043	07/08/99	6,946,144	09/20/05
ORYXE.001C1	10/183,764	06/25/02	6,759,056	07/06/04
ORYXE.001C2	10/789,836	02/27/04	7,201,919	04/10/07
ORYXE.001C2C1	11/412,182	04/26/02	-----	-----
ORYXE.001CP1	10/856,567	05/28/04	7,220,427	05/22/07
ORYXE.001CP1C1	11/411,293	04/26/06	-----	-----
ORYXE.001CP1C2	11/416,289	05/01/06	-----	-----
ORYXE.001PR	60/092,061	07/08/98	-----	-----
ORYXE.001VPC	PCT/US99/15409	07/08/99	-----	-----
ORYXE.060PR	60/510,615	10/10/03	-----	-----
ORYXE.060VAU	2004283067	05/28/04	-----	-----
ORYXE.060VCA	2540539	05/28/04	-----	-----
ORYXE.060VCN	200480032050.2	05/28/04	-----	-----
ORYXE.060VEP	04753890.5	05/28/04	-----	-----
ORYXE.060VHK	07100709.5	05/28/04	-----	-----
ORYXE.060VJP	2006-533528	05/28/04	-----	-----
ORYXE.060VKR	10-2006-7009078	05/28/04	-----	-----
ORYXE.060VMX	PA/a/2006/003887	05/28/04	-----	-----
ORYXE.060VPC	PCT/US2004/017169	05/28/04	-----	-----
ORYXE.066NP	11/597,700	11/27/06	-----	-----
ORYXE.066PR	Closed	-----	-----	-----
ORYXE.066QAU	2005294805	05/25/05	-----	-----
ORYXE.066QCA	2566354	05/25/05	-----	-----
ORYXE.066QEP	05826138.9	05/25/05	-----	-----
ORYXE.066QPC	PCT/US2005/019017	05/25/05	Closed	-----
ORYXE.074T	77/097,275 ("Megasphere")	02/01/07	-----	-----

Case No.	Title of Invention:	Country:	Application No.	Filing Date:	Patent No:	Date Issued:
JRXB.001C1	MIXTURE FOR TRANSDERMAL DELIVERY OF LOW AND HIGH MOLECULAR WEIGHT COMPOUNDS	US	10/183764	6/25/2002	6759056	7/6/2004
JRXB.001C2	MIXTURE FOR TRANSDERMAL DELIVERY OF LOW AND HIGH MOLECULAR WEIGHT COMPOUNDS	US	10/789836	2/27/2004	7201919	4/10/2007
JRXB.001C2C1	MIXTURE FOR TRANSDERMAL DELIVERY OF LOW AND HIGH MOLECULAR WEIGHT COMPOUNDS	US	11/412182	4/26/2006		
JRXB.001CP1	MIXTURE FOR TRANSDERMAL DELIVERY OF LOW AND HIGH MOLECULAR WEIGHT COMPOUNDS	US	10/856567	5/28/2004	7220427	5/22/2007
JRXB.001CP1C1	A MIXTURE FOR TRANSDERMAL DELIVERY OF LOW AND HIGH MOLECULAR WEIGHT COMPOUNDS	US	11/411293	4/26/2006		
JRXB.001CP1C2	MIXTURE FOR TRANSDERMAL DELIVERY OF LOW AND HIGH MOLECULAR WEIGHT COMPOUNDS	US	11/416289	5/17/2006		
JRXB.001PR	EFFECTIVE PAIN RELIEF SOLUTION	US	69/092061	7/8/1998		
JRXB.001VPC	TRANSDERMAL DELIVERY SYSTEM	WO	PCTUS99/15409	7/8/1999		
JRXB.060PR	MIXTURE FOR TRANSDERMAL DELIVERY OF LOW AND HIGH MOLECULAR WEIGHT COMPOUNDS	US	60/510615	10/10/2003		
JRXB.060VPC	TRANSDERMAL HIGH AND LOW MOLECULAR WEIGHT COMPOUNDS (AMENDED PER PCT SEARCH REPORT)	WO	PCT/US2004/017169	5/28/2004		
JRXB.066NP	A MIXTURE FOR TRANSDERMAL DELIVERY OF LOW AND HIGH MOLECULAR WEIGHT COMPOUNDS	US	11/597700	11/27/2006		
JRXB.066QPC	A MIXTURE FOR TRANSDERMAL DELIVERY OF LOW AND HIGH MOLECULAR WEIGHT COMPOUNDS	WO	PCT/US2005/019017	5/25/2005		

Exhibit IV**ASSIGNMENT**

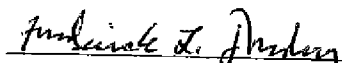
WHEREAS, Jordan Research Holdings a California General Partnership previously named ORYXE and having offices at 9805 Research Drive, Irvine, California, 92618 ("ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements and trademark for which ASSIGNOR has filed the following United States issued Letters Patents and applications for Letters Patents in the United States (hereinafter referred to as "the Patents and Patent Applications") and trademark applications;

WHEREAS, JRX Biotechnology, Inc., a California Corporation having offices at 9805 Research Drive, Irvine, California, 92618 ("ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patents and Patent Applications and said trademark.

NOW, THEREFORE, in consideration of One Million U.S. Dollars (\$1,000,000.00) payable to ASSIGNOR, pursuant to the attached Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by this document does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said trademark, Patents and Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent and said trademark that may hereafter be filed for said improvements or for the said Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents or trademarks on applications as aforesaid, to issue all Letters Patents or trademarks for said improvements, trademark applications, and all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patents and trademark before or after issuance.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9<sup>th</sup> day of July, 2007

  
Jordan Research Holdings

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into by and between Jordan Research Holdings, a California General Partnership, previously named ORYXE, having offices at 9805 Research Drive, Irvine, California, 92618 ("Jordan Research"), and JRX Biotechnology, Inc., a California Corporation, previously named ORYXE, INC., having offices at 9805 Research Drive, Irvine, California, 92618, collectively referred to as the "Parties."

This Agreement is effective on the date of the latest signature by the Parties ("Effective Date").

### RECITALS

WHEREAS, ORYXE, INC. changed its name to JRX Biotechnology, Inc. on June 27, 2007, and thereby acquired all rights, obligations, and liabilities of ORYXE, INC.;

WHEREAS, ORYXE changed its name to Jordan Research Holdings on July 2, 2007, and thereby acquired all rights, obligations, and liabilities of ORYXE;

WHEREAS, ORYXE owned certain intellectual property and transdermal technology (hereinafter referred to as the "Technology") (**Exhibit I**), which was transferred to Jordan Research by virtue of the change in name from ORYXE to Jordan Research;

WHEREAS, ORYXE, INC. entered into an Exclusive License with ORYXE, effective July 8, 1998, concerning the Technology and intellectual property protecting said Technology (**Exhibit II**), said Exclusive License now held by JRX Biotechnology, Inc., by virtue of the change in name from ORYXE INC. to JRX Biotechnology, Inc.;

WHEREAS, Jordan Research and JRX Biotechnology, Inc. now wish to extinguish the Exclusive License and replace it with an assignment ("Assignment") of all right, title, and interest to said Technology and intellectual property from Jordan Research to JRX Biotechnology, Inc.; and

WHEREAS, the value of the Technology and intellectual property has been appraised at One Million U.S. Dollars (\$1,000,000.00) (**Exhibit III**).


### PURCHASE

Jordan Research hereby assigns all right, title, and interest to the Technology to JRX Biotechnology, Inc. (**Exhibit IV**).

In consideration for the Assignment from Jordan Research to JRX Biotechnology, Inc., JRX Biotechnology, Inc. agrees to pay Jordan Research the sum of One Million U.S. Dollars (\$1,000,000.00) payable monthly by a twenty percent (20%) royalty on sales of products using and/or incorporating the Technology in any country until said sum of One Million U.S. Dollars (\$1,000,000.00) is attained.

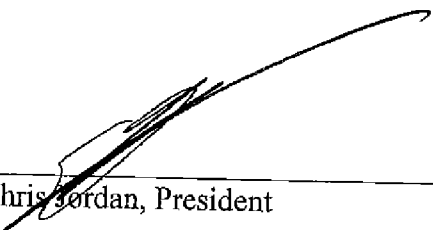
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate to be effective as of the date of the last signature.

**JORDAN RESEARCH HOLDINGS,  
a California General Partnership**

By:   
Fred Jordan, General Partner

Date: 07-09-07

**JRX BIOTECHNOLOGY, INC.,  
a California Corporation**

By:   
Chris Jordan, President

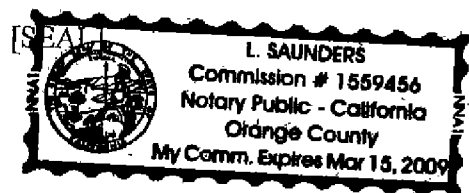
Date: 7/6/07

By: Frederick L. SaundersName Printed: FREDERICK L. SAUNDERSTitle: GENERAL PARTNERDate: 07-09-07

STATE OF California }  
COUNTY OF Orange } SS.

On July 9, 2007, before me, L. Saunders, notary public, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person~~(s)~~ whose name~~(s)~~ is subscribed to the within instrument, and acknowledged to me that executed the same in authorized capacity~~(ies)~~, and that by signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.



L. Saunders  
Notary Signature

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