## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
A. Clinton Ober	08/17/2007
James L. Oschman	09/04/2007

## **RECEIVING PARTY DATA**

Name:	Earth FX, Inc.
Street Address:	707 E. Tahquitz Canyon Way, Suite 20
City:	Palm Springs
State/Country:	CALIFORNIA
Postal Code:	92262

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11852925

### **CORRESPONDENCE DATA**

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

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Correspondent Name: Scott W. Kelley

Address Line 1: 6320 Canoga Avenue, Suite 1650
Address Line 4: Woodland Hill, CALIFORNIA 91367

ATTORNEY DOCKET NUMBER:	EARTH-49926
NAME OF SUBMITTER:	Scott W. Kelley

**Total Attachments: 5** 

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PATENT REEL: 019808 FRAME: 0310

# **ASSIGNMENT**

This Assignment made on September 4, 2007, by **A. CLINTON OBER** of West Covina, California; and **JAMES L. OSCHMAN** of Dover, New Hampshire, **Assignors**, to **EARTH FX, Inc.**, a Nevada corporation, having a place of business at 707 E. Tahquitz Canyon Way, Suite 20, Palm Springs, California 92262.

WHEREAS, Assignors have invented a new and useful METHOD OF

TREATING INFLAMMATION AND AUTOIMMUNE DISEASES for which an application for United States Letters Patent has been executed by them this day; and

WHEREAS, Assignors believe themselves to be the original, first and joint inventors of the invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee, the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the

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Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to said invention, said application and any Letters Patent granted for said invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for said invention, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

date first above written.

Assignor:	Out Ch	
	A. Clinton Ober	
Assignor:		
	James L. Oschman	

Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to said invention, said application and any Letters Patent granted for said invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for said invention, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the date first above written.

Assignor:

A. Clinton Ober

Assignor:

James L. Oschman

On August 17, 2007, before me, Con Rast. Recey, a Notary Public in and for said State, personally appeared A. Clinton Ober, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

CONRAD L. RILEY
Comin. # 1476587
NOTARY PUBLIC CALIFORNIA
Riverside County
Six - 2min Expires March 21, 2008

NOTARY PUBLIC

STATE OF NEW HAMPSHIRE )
) ss.
COUNTY OF STRAFFORD)

On September 4, 2007, before me, <u>Jennifer Lempke</u>, a Notary Public in and for said State, personally appeared **James L. Oschman**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

JENNIFER ANN LEMPKE NOTARY PUBLIC

State of New Hampshire My Commission Expires September 27, 2011