

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Dr. Dezso Korbonits</td> <td>09/24/2007</td> </tr> <tr> <td>Istvan Jelinek</td> <td>09/24/2007</td> </tr> <tr> <td>Dr. Peter Aranyi</td> <td>09/24/2007</td> </tr> <tr> <td>Dr. Endre Mikus</td> <td>09/24/2007</td> </tr> </tbody> </table>		Name	Execution Date	Dr. Dezso Korbonits	09/24/2007	Istvan Jelinek	09/24/2007	Dr. Peter Aranyi	09/24/2007	Dr. Endre Mikus	09/24/2007
Name	Execution Date										
Dr. Dezso Korbonits	09/24/2007										
Istvan Jelinek	09/24/2007										
Dr. Peter Aranyi	09/24/2007										
Dr. Endre Mikus	09/24/2007										
RECEIVING PARTY DATA											
Name:	Gaine, Inc.										
Street Address:	2225 Centennial Drive										
City:	Gainesville										
State/Country:	GEORGIA										
Postal Code:	30504										
PROPERTY NUMBERS Total: 1											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6348470</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6348470						
Property Type	Number										
Patent Number:	6348470										
CORRESPONDENCE DATA											
Fax Number:	(504)581-4440										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	504-581-4445										
Email:	agvicknair@shieldsmottlund.com										
Correspondent Name:	Andrew Vicknair, Shields Mott Lund, LLP										
Address Line 1:	650 Poydras Street										
Address Line 2:	Suite 2600										
Address Line 4:	New Orleans, LOUISIANA 70130										
ATTORNEY DOCKET NUMBER:	99100-01										
NAME OF SUBMITTER:	Andrew Vicknair										

OP \$40.00 6348470

Total Attachments: 15

500371648

**PATENT
 REEL: 019930 FRAME: 0281**

source=Patent Assignmen#page1.tif
source=Patent Assignmen#page2.tif
source=Patent Assignmen#page3.tif
source=Patent Assignmen#page4.tif
source=Patent Assignmen#page5.tif
source=Patent Assignmen#page6.tif
source=Patent Assignmen#page7.tif
source=Patent Assignmen#page8.tif
source=Patent Assignmen#page9.tif
source=Patent Assignmen#page10.tif
source=Patent Assignmen#page11.tif
source=Patent Assignmen#page12.tif
source=Patent Assignmen#page13.tif
source=Patent Assignmen#page14.tif
source=Patent Assignmen#page15.tif

PATENT ASSIGNMENT

This Agreement (hereinafter, referred to as "PATENT ASSIGNMENT") is by and between: Dr. Dezső Korbonits, Vérhalom u. 27/D., H-1025 Budapest; István Jelinek, Jerney u. 28., H-1141 Budapest; Dr. Péter Arányi, Bimbó u 216/226, H-1026, Budapest; and Dr. Endre Mikus, Ida u. 96. H-1162 Budapest (hereinafter, collectively referred to as "ASSIGNORS") and Gaine, Inc., (hereinafter, referred to as "ASSIGNEE"), a Delaware corporation with an office at 2225 Centennial Drive, Gainesville, Georgia 30504.

WHEREAS, ASSIGNORS, have invented a certain new and useful invention relating to theobromine compositions, an antitussive agent (hereinafter, referred to as "INVENTION") and ASSIGNORS hold United States Patent Number 6,348,470 related thereto, which is described in Exhibit "A" (hereinafter, referred to as "PATENT"); and

WHEREAS, ASSIGNEE, wishes to acquire the entire rights, title, and interest in the PATENT in order to enable ASSIGNEE to procure and enjoy the full benefit of the Patent in the United States;

NOW, the ASSIGNORS and ASSIGNEE (hereinafter, collectively referred to as "Parties") agree as follows:

1. **Assignment.** ASSIGNORS, in consideration of the payments described in Section 2, the receipt whereof is acknowledged, do hereby irrevocably assign to ASSIGNEE all rights, title, and interest in and to the PATENT for the full term of the PATENT as fully and entirely as the same would have been held by ASSIGNORS had this PATENT ASSIGNMENT not been executed.
2. **Consideration.** In consideration for the assignment set forth in Section 1, ASSIGNEE shall pay ASSIGNORS jointly a total sum of Five Hundred Thousand and 00/100 (\$500,000.00) U.S. Dollars (hereinafter, referred to as "PURCHASE PRICE");
 - 2.1. WHEREAS, ASSIGNEE desires to pay the PURCHASE PRICE in two installments as described below:
 - 2.1.1. Twenty-Five Thousand and 00/100 (\$25,000.00) U.S. Dollars will be paid to ASSIGNORS jointly prior to the final transfer by ASSIGNORS to ASSIGNEE of all rights, title, and interest in the PATENT; and
 - 2.1.2. Four Hundred Seventy-Five Thousand and 00/100 (\$475,000.00) U.S. Dollars will be paid to ASSIGNORS jointly at the final transfer by ASSIGNORS to ASSIGNEE of all rights, title, and interest in the PATENT.

3. **Representations and Warranties.** ASSIGNORS represent and warrant to ASSIGNEE:
- 3.1. ASSIGNORS have the right, power and authority to enter into this PATENT ASSIGNMENT;
 - 3.2. ASSIGNORS are the exclusive owners of all right, title and interest, including all intellectual property rights, relating to the PATENT;
 - 3.3. The PATENT is free of all liens, security interests, encumbrances or licenses and no prior liens, security interests, assignments, or UCC financing statements of any kind have been granted to any third parties;
 - 3.4. To the best of the ASSIGNORS' knowledge, the INVENTION and the PATENT do not infringe the rights of any person or entity;
 - 3.5. There are no claims, pending or threatened, with respect to ASSIGNORS' rights in the PATENT;
 - 3.6. The ASSIGNORS warrant that the PATENT is current, subsisting, and properly maintained including, but not limited to, the timely payment of all maintenance fees;
 - 3.7. The ASSIGNORS warrant that there are no interferences or re-examinations of the PATENT underway or pending in the United States Patent and Trademark Office;
 - 3.8. The ASSIGNORS warrant that they have no notice of any suits, actions, and/or invalidity petitions regarding the PATENT commenced or, to the best of their knowledge, threatened in court or a governmental agency of competent jurisdiction including, but not limited to, a suit brought in any federal court in the United States or any petitions for re-examination and/or interference filed with the United States Patent and Trademark Office;
 - 3.9. The ASSIGNORS warrant that no claims of the PATENT have been ruled invalid by a court or a governmental agency of competent jurisdiction;
 - 3.10. This PATENT ASSIGNMENT is valid, binding and enforceable in accordance with its terms; and
 - 3.11. ASSIGNORS are not subject to any agreement, judgment or order inconsistent with the terms of this PATENT ASSIGNMENT.
4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this PATENT ASSIGNMENT, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Entire Agreement.** This PATENT ASSIGNMENT contains the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
6. **Amendment.** This PATENT ASSIGNMENT may be amended only by a writing signed by all Parties executing this PATENT ASSIGNMENT.
7. **Severability.** If any term, provision, covenant or condition of this PATENT ASSIGNMENT, or the application thereof to any person, entity, place or circumstance, shall be held by a court or governmental agency of competent jurisdiction to be invalid, unenforceable or void, the remainder of this PATENT ASSIGNMENT and such term, provision, covenant or condition as applied to other persons, entities, places and circumstances shall remain in full force and effect.
8. **Agreement to Perform Necessary Acts.** The Parties, both ASSIGNORS and ASSIGNEE, agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this PATENT ASSIGNMENT, including, but not limited to, all acts required to file this PATENT ASSIGNMENT with the United States Patent and Trademark Office.
9. **Governing Law.** This PATENT ASSIGNMENT shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Georgia.
10. **Survival.** All terms and provisions of this PATENT ASSIGNMENT shall survive any change of control, status, or change in rights regarding the PATENT for both ASSIGNORS and ASSIGNEE.
11. **Obligations.** The obligations of **the Parties** under this PATENT ASSIGNMENT shall inure to the benefit of and shall be binding upon the Parties, their legal assigns, heirs, successors, their principals, officers, directors, employees, parents, subsidiaries, affiliates, licensees, merger partners, and assigns, and any party in privity with any of those. The parties to this PATENT ASSIGNMENT also agree that any non confidential data or information received as a result of pre-clinical or clinical development trials conducted by Gaine, Inc. in regard to theobromine cough suppressants will be made available to the Inventors at no cost to them.

12. **Execution.** This PATENT ASSIGNMENT may be executed in multiple original counterparts, each of which shall constitute an original, but all of which together shall constitute but a single agreement.

ASSIGNORS

Dr. Dezső Korbonits

Dezső Korbonits

Date: 2007.09.24.

István Jelinek

István Jelinek

Date: 2007.09.24.

Dr. Péter Arányi

Péter Arányi

Date: 2007.09.24

Dr. Endre Mikus

Endre Mikus

Date: 2007.09.24

ASSIGNEE

Gaine, Inc.

By: Greg Jones

Name: Greg Jones

Title: Executive Vice President, Operations

Date: 09/17/2007

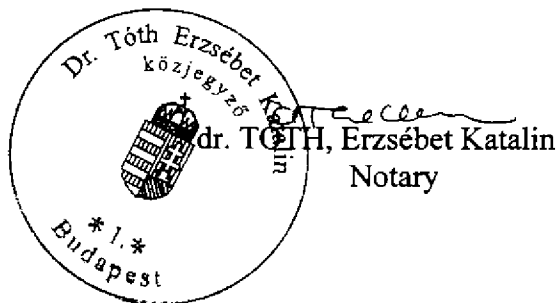


Dr. TÓTH ERZSÉBET KATALIN

Notary

1136 Budapest, Tátra u. 15/a.
Tel/Fax: 349-3404, 329-3034

Case No: 11230-11235/2007. -----
English language licence No: 35167/1991. IM. III. -----
Before me, the undersigned Notary in and for the City of Budapest, personally
appeared -----
Dr. KORBONITS, Dezső, (place and date of birth: Hatvan, March 17, 1930)
domiciled at 1025 Budapest, Vérhalom utca 27/D. földszint 5., Republic of Hungary
(Identity Card No. 799123DA), -----
JELINEK, István, (place and date of birth: Budapest, May 9, 1943) domiciled at
1141 Budapest, Jerney utca 28., Republic of Hungary (Identity Card No. 434866IA) --
Dr. ARÁNYI, Péter András, (place and date of birth: Budapest, April 3, 1948)
domiciled at 1026 Budapest, Bimbó út 216-226. 5. épület 1. emelet 1., Republic of
Hungary (Identity Card No. 552653HA), -----
Dr. MIKUS, Endre Gusztáv, (place and date of birth: Szentendre, March 28, 1960)
domiciled at 1162 Budapest, Ida utca 96., Republic of Hungary (Identity Card No.
054991IA), -----
and they signed the document attached hereto in my presence. -----
At Budapest on this 24th (twenty-fourth) day of September, 2007 (two thousand and
seven). -----



ACKNOWLEDGMENT OF DR. DEZSŐ KORBONITS

COUNTRY _____
STATE OF _____
PARISH/COUNTY OF _____

BE IT KNOWN that on this 24 day of September 2007 before me, the undersigned authority, duly qualified and sworn within and for the State and Parish/County aforesaid, personally came and appeared **DR. DEZSŐ KORBONITS**, to me personally known to be the identical person whose name is ascribed to the foregoing instrument, and who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he has the authority to execute and has executed the foregoing **PATENT ASSIGNMENT** pursuant to authority duly vested in him for the uses, purposes and benefits expressed as the free act and deed of said appearer.

WITNESSES:

DR. DEZSŐ KORBONITS

[Signature]
Print Name: FELINEK ISTVÁNNE

[Signature]
Printed Name: KORBONITS DEZSŐ

[Signature]
Print Name: DR TAMÁS KLÁRA

SWORN TO AND SUBSCRIBED BEFORE ME,

THIS _____ DAY OF _____, 2007.

NOTARY PUBLIC

NOTARY I.D. NO./ BAR NO.: _____

MY COMMISSION EXPIRES: _____



Dr. TÓTH ERZSÉBET KATALIN

Notary

1136 Budapest, Tátra u. 15/a.

Tel/Fax: 349-3404, 329-3034

Case No: 11230, 11234-11235/2007. -----

English language licence No: 35167/1991. IM. III. -----

Before me, the undersigned Notary in and for the City of Budapest, personally appeared -----

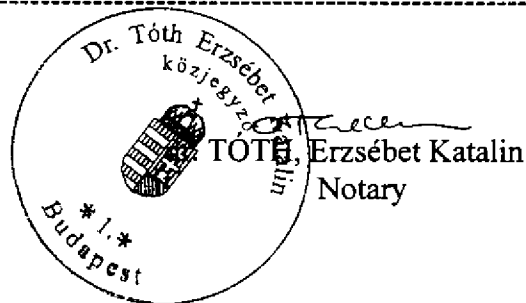
Dr. KORBONITS, Dezső, (place and date of birth: Hatvan, March 17, 1930) domiciled at 1025 Budapest, Vérhalom utca 27/D. földszint 5., Republic of Hungary (Identity Card No. 799123DA), -----

JELINEK, Istvánné, (place and date of birth: Rákosszentmihály, July 15, 1946) domiciled at 1141 Budapest, Jerney utca 28., Republic of Hungary (Identity Card No. 212060EA), -----

Dr. TAMÁS, Klára Márta, (place and date of birth: Budapest, July 21, 1962) domiciled at 1027 Budapest, Frankel Leó út 1. 1. emelet 12C., Republic of Hungary (Identity Card No. 905238BA), -----

and they signed the document attached hereto in my presence. -----

At Budapest on this 24th (twenty-fourth) day of September, 2007 (two thousand and seven). -----



PATENT

REEL: 019930 FRAME: 0289

ACKNOWLEDGMENT OF ISTVÁN JELINEK

COUNTRY _____
STATE OF _____
PARISH/COUNTY OF _____

BE IT KNOWN that on this 24 day of September, 2007 before me, the undersigned authority, duly qualified and sworn within and for the State and Parish/County aforesaid, personally came and appeared **ISTVÁN JELINEK**, to me personally known to be the identical person whose name is ascribed to the foregoing instrument, and who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he has the authority to execute and has executed the foregoing **PATENT ASSIGNMENT** pursuant to authority duly vested in him for the uses, purposes and benefits expressed as the free act and deed of said appearer.

WITNESSES:

[Handwritten Signature]

Print Name: JELINEK ISTVÁN

ISTVÁN JELINEK

[Handwritten Signature]

Printed Name: JELINEK ISTVÁN

[Handwritten Signature]

Print Name: DR TAMÁS KLÁRA

SWORN TO AND SUBSCRIBED BEFORE ME,

THIS _____ DAY OF _____, 2007.

NOTARY PUBLIC

NOTARY I.D. NO./ BAR NO.: _____

MY COMMISSION EXPIRES: _____



Dr. TÓTH ERZSÉBET KATALIN

Notary

1136 Budapest, Tátra u. 15/a.

Tel/Fax: 349-3404, 329-3034

Case No: 11231, 11234-11235/2007. -----

English language licence No: 35167/1991. IM. III. -----

Before me, the undersigned Notary in and for the City of Budapest, personally appeared -----

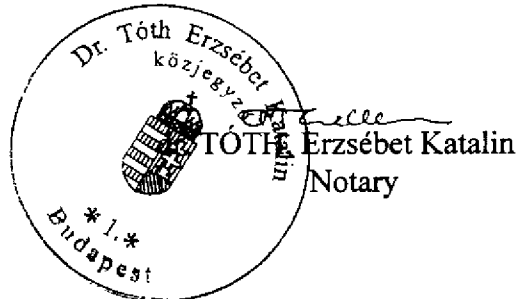
JELINEK, István, (place and date of birth: Budapest, May 9, 1943) domiciled at 1141 Budapest, Jerney utca 28., Republic of Hungary (Identity Card No. 434866IA) --

JELINEK, Istvánné, (place and date of birth: Rákosszentmihály, July 15, 1946) domiciled at 1141 Budapest, Jerney utca 28., Republic of Hungary (Identity Card No. 212060EA), -----

Dr. TAMÁS, Klára Márta, (place and date of birth: Budapest, July 21, 1962) domiciled at 1027 Budapest, Frankel Leó út 1. 1. emelet 12C., Republic of Hungary (Identity Card No. 905238BA), -----

and they signed the document attached hereto in my presence. -----

At Budapest on this 24th (twenty-fourth) day of September, 2007 (two thousand and seven). -----



PATENT

REEL: 019930 FRAME: 0291

ACKNOWLEDGMENT OF DR. PÉTER ARÁNYI

COUNTRY _____
STATE OF _____
PARISH/COUNTY OF _____

BE IT KNOWN that on this 24 day of September, 2007 before me, the undersigned authority, duly qualified and sworn within and for the State and Parish/County aforesaid, personally came and appeared **DR. PÉTER ARÁNYI**, to me personally known to be the identical person whose name is ascribed to the foregoing instrument, and who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he has the authority to execute and has executed the foregoing **PATENT ASSIGNMENT** pursuant to authority duly vested in him for the uses, purposes and benefits expressed as the free act and deed of said appearer.

WITNESSES:

DR. PÉTER ARÁNYI

[Signature]

[Signature]

Print Name: FELINEK ISTVÁN

Printed Name: Dr. ARÁNYI Péter

[Signature]

Print Name: DR. TAMÁS KLÁRA

SWORN TO AND SUBSCRIBED BEFORE ME,

THIS _____ DAY OF _____, 2007.

NOTARY PUBLIC

NOTARY I.D. NO./ BAR NO.: _____

MY COMMISSION EXPIRES: _____



Dr. TÓTH ERZSÉBET KATALIN

Notary

1136 Budapest, Tátra u. 15/a.

Tel/Fax: 349-3404, 329-3034

Case No: 11232, 11234-11235/2007. -----

English language licence No: 35167/1991. IM. III. -----

Before me, the undersigned Notary in and for the City of Budapest, personally appeared -----

Dr. ARÁNYI, Péter András, (place and date of birth: Budapest, April 3, 1948) domiciled at 1026 Budapest, Bimbó út 216-226. 5. épület 1. emelet 1., Republic of Hungary (Identity Card No. 552653HA), -----

JELINEK, Istvánné, (place and date of birth: Rákosszentmihály, July 15, 1946) domiciled at 1141 Budapest, Jerney utca 28., Republic of Hungary (Identity Card No. 212060EA), -----

Dr. TAMÁS, Klára Márta, (place and date of birth: Budapest, July 21, 1962) domiciled at 1027 Budapest, Frankel Leó út 1. 1. emelet 12C., Republic of Hungary (Identity Card No. 905238BA), -----

and they signed the document attached hereto in my presence. -----

At Budapest on this 24th (twenty-fourth) day of September, 2007 (two thousand and seven). -----



Katalin Tóth
TÓTH Erzsébet Katalin
Notary

PATENT

REEL: 019930 FRAME: 0293

ACKNOWLEDGMENT OF DR. ENDRE MIKUS

COUNTRY _____
STATE OF _____
PARISH/COUNTY OF _____

BE IT KNOWN that on this 24 day of September, 2007 before me, the undersigned authority, duly qualified and sworn within and for the State and Parish/County aforesaid, personally came and appeared **DR. ENDRE MIKUS**, to me personally known to be the identical person whose name is ascribed to the foregoing instrument, and who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he has the authority to execute and has executed the foregoing **PATENT ASSIGNMENT** pursuant to authority duly vested in him for the uses, purposes and benefits expressed as the free act and deed of said appearer.

WITNESSES:

[Signature]
Print Name: FELINEK ISTVÁNNE

DR. ENDRE MIKUS
[Signature]
Printed Name: ENDRE MIKUS

[Signature]
Print Name: DR TAMÁS KLÁRA

SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____ DAY OF _____, 2007.

NOTARY PUBLIC

NOTARY I.D. NO./ BAR NO.: _____

MY COMMISSION EXPIRES: _____



Dr. TÓTH ERZSÉBET KATALIN

Notary

1136 Budapest, Tátra u. 15/a.

Tel/Fax: 349-3404, 329-3034

Case No: 11233, 11234-11235/2007. -----

English language licence No: 35167/1991. IM. III. -----

Before me, the undersigned Notary in and for the City of Budapest, personally appeared -----

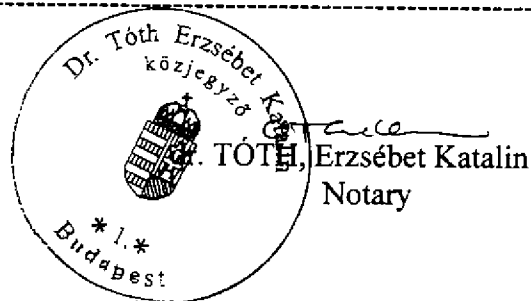
Dr. MIKUS, Endre Gusztáv, (place and date of birth: Szentendre, March 28, 1960) domiciled at 1162 Budapest, Ida utca 96., Republic of Hungary (Identity Card No. 0549911A), -----

JELINEK, Istvánné, (place and date of birth: Rákosszentmihály, July 15, 1946) domiciled at 1141 Budapest, Jerney utca 28., Republic of Hungary (Identity Card No. 212060EA), -----

Dr. TAMÁS, Klára Márta, (place and date of birth: Budapest, July 21, 1962) domiciled at 1027 Budapest, Frankel Leó út 1. 1. emelet 12C., Republic of Hungary (Identity Card No. 905238BA), -----

and they signed the document attached hereto in my presence. -----

At Budapest on this 24th (twenty-fourth) day of September, 2007 (two thousand and seven). -----



PATENT

REEL: 019930 FRAME: 0295

ACKNOWLEDGMENT OF GAINE, INC.

COUNTRY U.S.A.
STATE OF Georgia
PARISH/COUNTY OF Lumpkin

BE IT KNOWN that on this 17th day of September, 2007 before me, the undersigned authority, duly qualified and sworn within and for the State and Parish/County aforesaid, personally came and appeared Greg Jones, to me personally known to be the identical person whose name is ascribed to the foregoing instrument, and who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he or she has the authority to execute and has executed the foregoing **PATENT ASSIGNMENT** pursuant to authority duly vested in him or her by Gaine, Inc. for the uses, purposes and benefits expressed as the free act and deed of said appearer.

WITNESSES:

Matthew J. Oesterle
Print Name: Matthew J. Oesterle

R. Andrew Todebush
Print Name: R. Andrew Todebush

GAINE, INC.

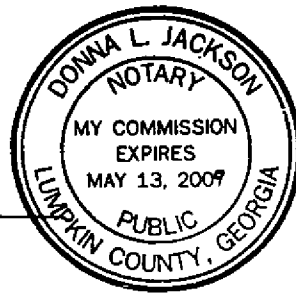
Greg Jones
By: Greg Jones

Title: Vice President Operations

SWORN TO AND SUBSCRIBED BEFORE ME,

THIS 17th DAY OF September, 2007.

Donna L. Jackson
NOTARY PUBLIC



NOTARY I.D. NO./ BAR NO.: 015823846

MY COMMISSION EXPIRES: 05-13-2009

EXHIBIT A
PATENT ASSIGNMENT

The Invention: The invention relates to the use of theobromine and/or its salts and/or its complexes optionally in admixture with other known active ingredients and inert solid or liquid carriers, additives and auxiliary agents for the manufacture of a pharmaceutical composition suitable for relieving cough syndrome. Further subject of the invention is a method of treatment of a human or animal subject being in condition where relieving of cough is desirable which comprise steps of administering in an effective amount theobromine and/or salts and/or its complexes optionally in admixture with other known active ingredients and suitable inert, solid or liquid carriers, additives and auxiliary agents.

The Patent:

Patent No.: 6,348,470

Title: Antitussive Compositions

Country of Patent: United States

Date of Patent: February 19, 2002

Patent Application No.: 09/381,841

Inventors:

1. Dr. Dezső Korbonits;
2. István Jelinek;
3. Dr. Péter Arányi; and
4. Dr. Endre Mikus